



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
**CHILD & FAMILY SERVICES AGENCY**



**Office of Contracting & Procurement**

SUBJECT: Request for Proposal No. CSFA-03-R-0005 Congregate Services

TO ALL OFFERORS:

**The Government of the District of Columbia, Child and Family Services Agency (CFSA) is seeking proposals from qualified offerors to acquire congregate care services. CFSA will work with the selected Offeror(s) to develop performance objectives to convert the contracts to performance-based contracts to insure that all congregate care services meets CFSA's desired outcomes of Permanency, Well-being and Safety for children and youth in its care. This RFP is the first of a series of solicitations that CFSA plans to issue to implement a contract reform initiative.**

A pre-bidders conference is scheduled for August 12, 2003 at 10:00 AM at **General Services Administration (GSA) Building located at 7<sup>th</sup> & D Streets, SW – Washington, DC 20024** to address questions about the RFP. It is requested that you or your organization prepare a proposal in accordance with the RFP Instructions and submit your proposal by **closing date of September 10, 2003 at 4:00 PM**. Your proposals shall be submitted to location stated below:

Mr. Roscoe Wade, Contracts Manager  
Child & Family Services Agency  
DISTRICT OF COLUMBIA GOVERNMENT  
955 L'Enfant Plaza, SW - Suite 5200  
Washington, D.C. 20024  
e-mail: [RWade@cfsa-dc.org](mailto:RWade@cfsa-dc.org)

Offerors may obtain copies of this solicitation between the hours of 9:00am and 4:00pm, Monday through Friday, except for legal holidays, at the same location set forth above. Electronic copies of the RFP may be obtained at web-site: [www.cfsa.dc.gov](http://www.cfsa.dc.gov) facsimile or electronic mail copies are not available. Each Offeror must record its' Name, Date and Time when acquiring a hardcopy of this solicitation.

CFSA appreciates your interest and we look forward to your possible participation in this procurement.

Sincerely,

Olivia A. Golden  
Dr. Olivia A. Golden  
Director, Child & Family Services Agency  
(Contracting Officer)

Enclosure

## **INTRODUCTION**

In June of 2001, the LaShawn A. v Williams Federal Court Receivership (“the LaShawn Receivership”) was terminated and the Child and Family Services Agency (“CFSA” or the “Agency”) became a cabinet-level agency of the government of the District of Columbia; and, on October 1, 2001, the legislation creating CFSA as a unified child abuse and neglect agency came into effect. The establishing legislation also gave CFSA the authority and responsibility for licensing foster homes and youth residential facilities (group homes and independent living facilities) and for the interstate placement of children. The total effect of these major changes in law and regulation, as well as the creation of a Family Court within the Superior Court of the District of Columbia, has been to make possible the creation of a child welfare safety net for children in the District of Columbia.

After termination of the LaShawn Receivership, the District entered a probationary period, during which it was required to meet 75% of 20 specific performance targets on behalf of children. In January 2003, Federal Judge Hogan certified that these targets had been met in order to complete the probationary period.

The Child and Family Services Agency is issuing this Requests for Proposal (“RFP”) to facilitate meeting its core commitments to safety, permanence, and well-being for children, youth and families.

Key elements of CFSA’s vision include services that are among other things: (1) integrated and tailored to meet the needs of individual children and families; (2) grounded in family, neighborhood, and community; (3) culturally competent; (4) of high quality, including meeting all licensing standards and following evidence-based practice; and (5) result-driven. CFSA strives to support communities and families in keeping children safe at home whenever possible. When children do enter foster care, CFSA’s goal is to provide them with a family setting that promotes continued connection to siblings, parents, extended family members, and communities.

All efforts shall be made to return children to their biological parents when a safe return is possible. If not possible, CFSA's commitment is to find a permanent, loving family through kin or adoptive parents.

CFSA promotes child and family well-being by paying careful attention to children's education and health care, and supporting foster, adoptive, and kin caregivers so that they can in turn support children. To the extent possible, CFSA envisions care and services to be linked together at the neighborhood level, in the communities where families and children live. A community-based system enhances the well-being of children and families by reducing the trauma of foster care separation, and increasing the potential for reunification with biological parents and support by kin. A community-based approach also effectively links children, biological families, and caregivers to a network of informal and formal supports in their neighborhoods that can continue to make a difference to them after the child welfare system is no longer involved.

As stated herein, this RFP incorporates the LaShawn A. v. Williams Implementation Plan (IP), which sets forth benchmarks that the District must achieve in order to come into compliance with the LaShawn A. v Williams Modified Final Order, ("Modified Final Order") by December 2006. In general, both the Modified Final Order and the Implementation Plan are consistent with the broad vision described here. In addition, they include specific, measurable expectations with dates of completion across all aspects of child welfare performance. The expectations, among others, include:

- Reduced use of congregate care, particularly for young children;
- A limit on the number of children placed in a single congregate care facility;
- Improvements in critical aspects of case management such as timely and quality case plans and visits to children; and,
- Requirements for training and caseload numbers for social workers and supervisors.

The RFP includes a fuller account of the specific expectations that CFSA and, therefore, Offerors must meet in the first and subsequent years of the contract. A copy of the Implementation Plan attached hereto and incorporated as part of the contract resulting from this solicitation.

**PART I – SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE/COST**

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## **SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

- B.1.1 The District of Columbia, Child and Family Services Agency (“CFSA” or the “Agency”), is seeking contractors to provide Congregate Care services for children and families.
- B.1.2 The Agency contemplates awarding multiple contracts for the services set forth in this Section B and Section C of this RFP. Offerors are required to propose one or more of the contract line items set forth in this Section B for the base period and all four (4) option years to be considered for a contract award. An Offeror proposing to serve the District target populations in distinct congregate care settings shall submit separate and distinct proposals outlining the program for each population. The Agency may award multiple contracts to different Offerors for the services set forth in this solicitation.

### **B.2 INDEFINITE QUANTITY CONTRACT**

- B.2.1 This is a contract that provides for fixed unit rate with an indefinite quantity, within written stated limits, of specific supplies or services to be furnished during a fixed period. The contract requires the Agency to order and the Contractor to furnish at least a stated minimum of supplies or services. The maximum quantities of supplies and/or services that the contractor is obligated to provide are specified in the Pricing Schedule. The guaranteed minimum quantities of services to be ordered are set forth below in Section B, Price Schedule.
- B.2.2 Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause stated at subsection or paragraphs in the contract. The Contractor shall furnish to the Agency, when and if ordered, the supplies and/or services specified in the Pricing Schedule, up to and including the maximum quantity. Through this type of contract, the Agency commits to payment for the minimum quantity specified in the contract, and for any additional amounts beyond the stated minimum, at the fixed price per unit as specified.
- B.2.3 There is no limit on the number of orders that may be issued. The District Government may issue orders requiring delivery to multiple destinations or performance at multiple locations so long as the aggregate of all orders does not exceed the maximum.

### **B.3 INCENTIVE CONTRACT**

CFSA and the selected Offerors will form a task force to develop performance measures and incentives for the Contractor’s performance during contract year one (Base Period). Upon mutual agreement of the parties, the Contracting Officer shall modify the contract prospectively to provide performance measures concerning desired outcomes, and by adding price incentives and disincentives based on the contractor’s performance as compared to the performance measures. If the parties are unable to agree on the proposed modification, CFSA may either a) continue with the original contract without the proposed modification, b) terminate the contract for convenience, or c) refuse to exercise the next occurring option period.

#### **B.4 CONTRACT LINE ITEMS**

The quantities specified in this Section B Price Schedule below shall be considered the maximum capacity for each type of congregate care contracted. These numbers are maximums, based on CFSA's actual congregate care population and plans to reduce the number of children and youth placed in congregate care over the coming years. Offerors should consider these numbers in the context of the LaShawn A. Williams Modified Final Order and Implementation Plan, and note that quantities may vary from year to year depending upon the need for foster care, and CFSA's success in placing more children and youth in family-based settings. The unit prices may be augmented by incentives or disincentives based on the performance measures and objectives that are mutually agreed to by the parties

#### **B.5 SECTION B, PRICE SCHEDULE - - DEFINITIONS AND INSTRUCTIONS.**

- B.5.1 Item No.: The specific congregate care service and the period of time (*i.e.* base period or option period ) in which the service is to be provided.
- B.5.2 Supply/Service: Type of congregate care services (including a cross-reference to specific sections of the RFP) that set forth details of the level of service, the age of the child or youth, the number of days in which congregate care services shall be provided by the Offeror.
- B.5.3 Maximum Quantity: The maximum number of children for which CFSA will contract for to provide congregate care services, as set forth by the Line Item No.
- B.5.4 Unit: Child per day.
- B.5.5 Unit Price: Price per child per day for congregate care services.
- B.5.6 Not-To-Exceed Amount: The extended price based on the Offeror's stated maximum capacity times the price per child per day.
- B.5.7 Guaranteed Minimum: The minimum required quantity of service that the District shall contract for under the contract during the performance period.
- B.6 Offerors are required to complete the Unit Price, Maximum Capacity and the Not-To-Exceed Amount for each contract line item of congregate care services proposed.
- B.7 Offerors are required to propose the Unit Price, Maximum Capacity and the Not-To-Exceed Amount for base period and each option period for the Congregate Care Services that the Offeror proposes.
- B.8 In accordance with the requirement set forth in Section C.2.8, Facility and Licensing, and effective during the base period, the Offerors shall not house more than eight (8) children or youth in a single facility for Traditional Group Home, Specialized Group Homes, Diagnostic Emergency 12 and under, Diagnostic Emergency 13 and older and Community Based Return Diversion and Teen Parent Programs, except as expressly authorized in writing by the Contracting Officer or his designee. This shall apply to all congregate care populations, (except Independent Living Main Facility, Independent Living Residential Units and Assisted Living), effective at the beginning of option period 1 (commencing 10/1/04)

## B.9 PRICE SCHEDULE

### B.9.1 BASE PERIOD: 10/1/03 THROUGH 9/30/04 (For Pricing Purposes).

<u>Item No.</u>	<u>Supply/Services</u>	<u>Maximum Quantity to be Contracted by CFSA</u>	<u>Offeror's Proposed Quantity</u>	<u>Unit Price (Child Per Day)</u>	<u>Not to Exceed Amount</u>
0001AA	Diagnostic and Emergency Care Aged 12 and Younger.  (See Section Paragraph C.5.2 )  <b>Guaranteed Minimum Amount is \$1000.00</b>	50	_____  <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</i>	_____	_____
0001AB	Diagnostic and Emergency Care: Aged 13 and Older  (See Section C Paragraph C.5.3)  <b>Guaranteed Minimum Amount is \$1000.00</b>	50	_____  <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</i>	_____	_____



Item No.	Supply/Services	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	Unit Price (Child per day)	<u>Not to Exceed Amount</u>
0001BA	Traditional Group Home Care  (See Section C Paragraph C.5.4)  Maximum residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	          <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</i>		
0001BB	Specialized Group Home Care (Level III)  (See Section C Paragraph C.5.5)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	42	          <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</i>		
0001CA	Independent Living Main Facility Programs  (See Section C Paragraph C.5.6)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	          <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>		
0001CB	Independent Living Residential Units  (See Section C paragraph C.5.7)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	          <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>		

Item No.	Supply/Services	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	Unit Price (Child Per Day)	<u>Not to Exceed Amount</u>
0001CC	Assisted Living (Level III)  (See Section C Paragraph C.5.8)  <b>Guaranteed Minimum Amount is \$1000.00</b>	16	<u>*(Offeror shall propose no fewer than 4 slots and no more than <u>16</u> slots)</u>		
0001CD	Teen Parent Programs,  (See Section C Paragraph C.5.9) <b>Guaranteed Minimum Amount is \$1000.00</b>	80	<u>*(Offeror shall propose no fewer than 4 slots and no more than <u>24</u> slots)</u>		
0001CE	Community Based Return Diversion  (See Section C Paragraph C.5.10) <b>Guaranteed Amount is \$1000.00</b>	50	<u>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</u>		
0001CF	Specialized Group Home Care (Level IV)  (See Section C Paragraph C.5.5)  Maximum Residents: 8 <b>Guaranteed Minimum Amount is \$1000.00</b>	8	<u>*(Offeror shall propose no fewer than 4 slots and no more than 8 slots)</u>		
0001CG	Assisted Living (Level IV)  (See Section C Paragraph C.5.8) <b>Guaranteed Minimum Amount is \$1000.00</b>	4	<u>*(Offeror shall propose no fewer than 4 slots)</u>		

**B.9.2 OPTION PERIOD 1: 10/1/04 THROUGH 9/30/05**

<b>Item No.</b>	<b>Supply/Services</b>	<b><u>Maximum Quantity to be Contracted by CFSA</u></b>	<b><u>Offeror's Proposed Quantity</u></b>	<b>Unit Price (Child Per Day)</b>	<b>Not to Exceed Amount</b>
0002AA	Diagnostic and Emergency Care: Age 12 and Younger.  (See Section C Paragraph C.5.2)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	45	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</i>	<hr/>	<hr/>
0002AB	Diagnostic and Emergency Care: Aged 13 and Older.  (See Section C Paragraph C.5.3)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	45	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</i>	<hr/>	<hr/>
002BA	Traditional Group Home Care  (See Section C Paragraph C.5.4)  Maximum residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	90	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</i>	<hr/>	<hr/>

0002BB	Specialized Group Home Care (Level III)  (See Section C Paragraph C.5.5)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	38	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</i>	<hr/>	<hr/>
<b><u>Item No.</u></b>	<b><u>Supply/Services</u></b>	<b><u>Maximum Quantity to be Contracted By CFSA</u></b>	<b><u>Offerors' Proposed Quantity</u></b>	<b><u>Unit Price (Child Per Day)</u></b>	<b><u>Not to Exceed Amount</u></b>
0002CA	Independent Living Main Facility Programs  (See Section C Paragraph C.5.6)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>	<hr/>	<hr/>
0002CB	Independent Living Residential Units  (See Section C Paragraph C.5.7)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>	<hr/>	<hr/>
0002CC	Assisted Living (Level III)  (See Section C Paragraph C.5.8)  <b>Guaranteed Minimum Amount is \$1000.00</b>	16	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>16</u> slots)</i>	<hr/>	<hr/>

<u>Item No.</u>	<u>Supply/Services</u>	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	<u>Unit Price (Child Per Day)</u>	<u>Not to Exceed Amount</u>
0002CD	Teen Parent Programs  (See Section C Paragraph C.5.9)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	72	<u>*(Offeror shall propose no fewer than 4 slots and no more than 24 slots)</u>	_____	_____
0002CE	Community Based Return Diversion.  (See Section C. Paragraph C.5.10)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	45	<u>*(Offeror shall propose no fewer than 4 slots and no more than 32 slots)</u>	_____	_____
0002CF	Specialized Group Home Care (Level IV)  (See Section C Paragraph C.5.5)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	7	<u>*(Offeror shall propose no fewer than 4 slots and no more than 7 slots)</u>	_____	_____
0002CG	Assisted Living (Level IV)  (See Section C Paragraph C.5.8)  <b>Guaranteed Minimum Amount is \$1000.00</b>	4	_____ *(Offeror shall propose no fewer than 4 slots)	_____	_____

B.9.3 OPTION PERIOD 2: 10/1/05 THROUGH 9/30/06

<u>Item No.</u>	<u>Supply/Services</u>	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	<u>Unit Price (Child Per Day)</u>	<u>Not to Exceed Amount</u>
0003AA	Diagnostic and Emergency Care: Aged 12 and Younger  (See Section C Paragraph C.5.2)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	40	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</i>	<hr/>	<hr/>
0003AB	Diagnostic and Emergency Care: Aged 13 and Older.  (See Section C Paragraph C.5.3)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	40	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</i>	<hr/>	<hr/>
003BA	Traditional Group Home Care  (See Section C Paragraph C.5.4)  Maximum residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	81	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</i>	<hr/>	<hr/>

Item No.	Supply/Services	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	<u>Unit Price (Child Per Day)</u>	<u>Not to Exceed Amount</u>
0003BB	Specialized Group Home Care (Level III)  (See Section C Paragraph C.5.5)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	34	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</i>	<hr/>	<hr/>
0003CA	Independent Living Main Facility Programs  (See Section C Paragraph C.5.6)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>	<hr/>	<hr/>
0003CB	Independent Living Residential Units  (See Section C Paragraph C.5.7)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>	<hr/>	<hr/>
0003CC	Assisted Living (Level III)  (See Section C Paragraph C.5.8)  <b>Guaranteed Minimum Amount is \$1000.00</b>	16	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>16</u> slots)</i>	<hr/>	<hr/>
0003CD	Teen Parent Programs  (See Section C Paragraph C.5.9) Maximum Residents: 8 <b>Guaranteed Minimum Amount is \$1000.00</b>	65	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>24</u> slots)</i>	<hr/>	<hr/>

0003CE	<p>Community Based Return Diversion. (See Section C. Paragraph C.5.10) 0</p> <p>Maximum Residents: 8 <b>Guaranteed Minimum Amount is \$1000.00</b></p>	45	<p><u>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</u></p>	<u>                    </u>	<u>                    </u>
0003CF	<p>Specialized Group Home Care (Level IV)</p> <p>(See Section C Paragraph C.5.5)</p> <p>Maximum Residents: 8</p> <p><b>Guaranteed Minimum Amount is \$1000.00</b></p>	6	<p><u>*(Offeror shall propose no fewer than 4 slots and no more than 6 slots)</u></p>	<u>                    </u>	<u>                    </u>
0003CG	<p>Assisted Living (Level IV)</p> <p>(See Section C Paragraph C.5.8)</p> <p><b>Guaranteed Minimum Amount is \$10000.00</b></p>	4	<p><u>                    </u></p> <p><u>*(Offeror shall propose no fewer than 4 slots)</u></p>	<u>                    </u>	<u>                    </u>



B.9.4 OPTION PERIOD 3: 10/1/06 THROUGH 9/30/07

Item No.	Supply/Services	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	<u>Unit Price (Child Per Day)</u>	<u>Not to Exceed Amount</u>
0004AA	Diagnostic and Emergency Care: Aged 12 and Younger.  (See Section C Paragraph C.5.2)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	36	<u>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</u>		
0004AB	Diagnostic and Emergency Care: Aged 13 and Older.  (See Section C Paragraph C.5.3)  Maximum residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	36	<u>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots)</u>		
004BA	Traditional Group Home Care (See Section C Paragraph C.5.4)  Maximum residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	81	<u>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots)</u>		

Item No.	Supply/Services	<u>Maximum Quantity to be Contracted By CFSA</u>	<u>Offeror's Proposed Quantity</u>	<u>Unit Price (Child Per Day)</u>	<u>Not to Exceed Amount</u>
0004BB	Specialized Group Home Care (Level III)  (See Section C Paragraph C.5.5)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	30	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>30</u> slots)</i>		
0004CA	Independent Living Main Facility Programs  (See Section C Paragraph C.5.6)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>		
0004CB	Independent Living Residential Units  (See Section C Paragraph C.5.7)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots)</i>		

<b>Item No.</b>	<b>Supply/Services</b>	<b><u>Maximum Quantity to be Contracted By CFSA</u></b>	<b><u>Offeror's Proposed Quantity</u></b>	<b><u>Unit Price (Child Per Day)</u></b>	<b><u>Not to Exceed Amount</u></b>
0004CC	Assisted Living (Level III)  (See Section C Paragraph C.5.8)  <b>Guaranteed Minimum Amount is \$1000.00</b>	16	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>16</u> slots</i>		
0004CD	Teen Parent Programs  (See Section C Paragraph C.5.9)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	59	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>24</u> slots</i>		
0004CE	Community Based Return Diversion.  (See Section C. Paragraph C.5.10)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	36	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots</i>		

0004CF	Specialized Group Home Care (Level IV)  (See Section C Paragraph C.5.5)  Maximum Residents: 8  Guaranteed Minimum Amount is \$1000.00	5	_____ *(Offeror shall propose no fewer than 4 slots and no more than 5 slots) _____	_____	_____
0004CG	Assisted Living (Level IV)  (See Section C Paragraph C.5.8) <b>Guaranteed Minimum Amount is \$1000.00</b>	4	_____ *(Offeror shall propose no fewer than 4 slots) _____	_____	_____   _____

**B.9.5 OPTION PERIOD 4: 10/1/07 THROUGH 9/30/08**

<b>Item No.</b>	<b>Supply/Services</b>	<b><u>Maximum Quantity to be Contracted by CFSA</u></b>	<b><u>Offeror's Proposed Quantity</u></b>	<b><u>Unit Price (Child Per Day)</u></b>	<b><u>Not to Exceed Amount</u></b>
0005AA	Diagnostic and Emergency Care: Aged 12 and Younger.  (See Section C Paragraph C.5.2)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	32	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots</i>	<hr/>	<hr/>
0005AB	Diagnostic and Emergency Care: Age 13 and Older  (See Section C Paragraph C.5.3)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	32	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>12</u> slots</i>	<hr/>	<hr/>
005BA	Traditional Group Home Care  (See Section C Paragraph C.5.4)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	72	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots</i>	<hr/>	<hr/>
0005BB	Specialized Group Home Care (Level III)  (See Section C Paragraph C.5.5)  Maximum Residents: 8 <b>Guaranteed Minimum Amount is \$1000.00</b>	27	<hr/> <i>*(Offeror shall propose no fewer than 4 slots and no more than <u>27</u> slots</i>	<hr/>	<hr/>

<b>Item No.</b>	<b>Supply/Services</b>	<b><u>Maximum Quantity to be Contracted By CFSA</u></b>	<b><u>Offeror's Proposed Quantity</u></b>	<b><u>Unit Price (Child Per Day)</u></b>	<b><u>Not to Exceed Amount</u></b>
0005CA	Independent Living Main  (See Section C Paragraph C.5.6)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots</i>		
0005CB	Independent Living Residential Units  (See Section C Paragraph C.5.7)  <b>Guaranteed Minimum Amount is \$1000.00</b>	100	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>56</u> slots</i>		
0005CC	Assisted Living (Level III)  (See Section C Paragraph C.5.8)  <b>Guaranteed Minimum Amount is \$1000.00</b>	16	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>16</u> slots</i>		
0005CD	Teen Parent Programs  (See Section C Paragraph C.5.9)  Maximum Residents: 8  <b>Guaranteed Minimum Amount is \$1000.00</b>	53	<i>*(Offeror shall propose no fewer than 4 slots and no more than <u>24</u> slots</i>		

0005CE	<p>Community Based Return Diversion.</p> <p>(See Section C. Paragraph C.5.12)</p> <p>Maximum Residents: 8</p> <p><b>Guaranteed Minimum Amount is \$1000.00</b></p>	32	<p><u>*(Offeror shall propose no fewer than 4 slots and no more than <u>32</u> slots</u></p>	<hr/>	<hr/>
0005CF	<p>Specialized Group Home Care (Level IV)</p> <p>(See Section C Paragraph C.5.5)</p> <p>Maximum Residents: 8</p> <p><b>Guaranteed Minimum Amount is \$1000.00</b></p>	4	<p><u>*(Offeror shall propose no fewer than 4 slots</u></p>	<hr/>	<hr/>
0005CG	<p>Assisted Living (Level IV)</p> <p>(See Section C Paragraph C.5.8)</p> <p><b>Guaranteed Minimum Amount is \$1000.00</b></p>	4	<p><u>*(Offeror shall propose no fewer than 4 slots</u></p>	<hr/>	<hr/>

\*\*\*\*END OF SECTION B\*\*\*\*

**PART I – SCHEDULE**

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## SECTION C

### DESCRIPTION/SPECIFICATIONS STATEMENT OF WORK

#### C.1 BACKGROUND

- C.1.1 The District of Columbia, Child and Family Services Agency (CFSA or the Agency) is charged with protecting children and youth from abuse and neglect, and ensuring a safe, permanent placement for those removed from their homes that can effectively support them in meeting their goals of well being. All children and youth deserve a permanent home and the nurture and support of a loving family. Therefore, diligent efforts shall be made to secure such settings for both children and youth, not excluding those with special needs such as medical and mental health conditions, behavioral and emotional problems, learning disabilities, and teen parenting responsibilities. CFSA strives toward placing all children and youth in family-based settings before seeking congregate care placement alternatives. CFSA's vision is to ensure that congregate care does not serve as a first placement setting, but as a response to specific needs of the child or youth under very limited circumstances.
- C.1.2 In the upcoming years, CFSA will invest resources in preventing foster care placement to ensure more children can remain safely in their own families. For those who come into care, the expectation is that these children will move toward permanent living arrangements within established Adoption and Safe Families Act (ASFA) guidelines. CFSA envisions that fewer children and youth will be placed in congregate care. CFSA plans to increase its use of family-based care placements (both kin and unrelated foster homes) for all populations of children and youth. Offerors should take this into consideration for their own planning purposes. CFSA expects that youth will reside in congregate care for limited periods of time, and under defined circumstances and services.
- C.1.3 Congregate care shall be provided in the form of: two age categories of diagnostic and emergency care, three types of group home care, five types of independent living programs, and a community-based return diversion program. "Diagnostic and Emergency Care" shall be provided as (1)"Diagnostic and Emergency Care for Children 12 and Younger", and (2)"Diagnostic and Emergency Care for Youth 13 and Older", as short-term, urgent care for children and youth awaiting a more permanent family-based or congregate care placement. Group Home Care shall provide residential care for youth aged 13 through 15 either as (1)"Traditional Group Home Care" for youth who do not require specialized care, (2)"Specialized Group Home Care: Level III", or (3) "Specialized Group Home Care: Level IV". Independent Living Programs shall provide residential care for youth aged 16 to 21 either as (1)"Independent Living Main Facility Programs", (2)"Independent Living Residential Units", (3) "Assisted Living Level III" (4)"Assisted Living Level IV", or (5)"Teen Parent Programs". Finally, "Community Based Return Diversion Programs" shall serve youth aged 13 through 18 that require a closely supervised, highly structured environment due to mental health challenges and/or severe behavior conditions. Details regarding these eleven (11) congregate care categories and their specific requirements are outlined in Section C.5. "Congregate Care Population-Specific Requirements".
- C.1.4 In line with CFSA's goals, services should be integrated, family-centered, culturally and

linguistically competent, and community-based. In addition, congregate care programs shall comply with the LaShawn A. v. Williams Implementation Plan. A performance-based system of evaluation shall be employed to ensure accountability, achievement of positive outcomes for youth and families, and cost-effectiveness of service provision.

## **C.2 SCOPE OF SERVICES**

### **C.2.1 General Requirements**

C.2.1.1 The Offeror shall be licensed as a youth residential facility in the District of Columbia in accord with the licensure regulations set forth by District of Columbia Municipal Regulations, Title 29, Chapters 62 and 63. Offerors licensed in a jurisdiction other than the District of Columbia shall propose a program that meets all District of Columbia requirements. “Facility and Licensing Requirements” Section C.2.8 further explains these requirements.

C.2.1.2 The Offeror shall provide congregate care and supportive services in accordance with all existing federal and District of Columbia laws, rules, and regulations, including appropriate District licensure requirements, and consistent with policies, procedures and standards promulgated by the Child and Family Services Agency.

C.2.1.3 The Offeror shall meet general and program requirements applicable to all congregate care programs, as well as population-specific requirements unique to each form of congregate care. Offerors shall submit separate and distinct proposals outlining the program for each target population. However, if proposing to serve youth with special needs in an integrated manner with other similar-aged youth in a single facility, one proposal may be submitted that fully describes general, program, and, for each population, the manner in which population-specific requirements shall be met. Offerors may offer integrated care for the “Traditional Group Home Care” and “Specialized Group Home Care Levels III and IV” populations; and for “Independent Living Main Facility Programs” and “Assisted Living Levels III and IV” populations, provided the proposed program meets all specialized care requirements outlined in the “Congregate Care Population-Specific Requirements” in Section C.5 relevant to the proposed care.

### **C.2.2 Service Integration/Linkage**

Proposals shall detail the Offeror’s plans to work with other providers to establish and maintain an effective and accessible continuum of care and constellation of services. CFSA’s evaluation of proposals shall favor those agencies that have developed or have the ability to develop formal relationships and concrete linkages with other CFSA providers, District agencies serving children and families, and community organizations that ensure access to a full range of children, youth and family services. Linkage with relevant, neighborhood-based service networks such as the Healthy Families/Thriving Communities Collaboratives, or similar networks, shall be evaluated favorably.

C.2.2.1 Offerors shall develop an integrated service network with community-based service, foster care, and other treatment providers that establishes protocols for referral, communication, service planning and delivery, sub-contracting, communication, and data collection. Service provider contracts, formal service agreements, “letters of linkage”, and memoranda of understanding among members of the service network may act as evidence of a formal agreement. See, also, C.2.7 “Mental Health

Rehabilitative/Medicaid-Reimbursable Services” and C.2.5 “Community-Based Services”.

C.2.2.2 An integrated service network will facilitate efficient access to services needed by youth and their families. Linkage across care providers will facilitate a smooth transition for youth from one level of care to another, and should include all types of congregate care programs outlined in this RFP, as well as family-based providers (foster and kinship care). Such linkage meets CFSA expectations that Offerors’ programs support CFSA case manager activities in the achievement of safety, permanence, and well-being objectives.

#### C.2.3 Family-Centered Practice

The Offeror shall employ a family-centered approach to care that includes, when appropriate, the natural parents, family members and other significant individuals in the youth’s life. The Offeror shall facilitate frequent visitation between the youth and family members (including siblings) and/or other significant individuals in the youth’s life. These visits may occur in the youth’s home community, in the homes of pertinent relatives and significant individuals and/or at the Offeror’s site. Phone calls and other forms of communication will also be encouraged between the youth and relatives, as well as other significant individuals. The Offeror shall engage the youth’s biological family immediately upon placement, and, as appropriate, shall encourage maximum family participation even when the youth’s discharge goal is independent living. The Offeror shall link the family with effective services with the goal of strengthening family functioning.

#### C.2.4 Cultural and Linguistic Competence

C.2.4.1 The Offeror shall provide culturally competent services that ensure staff understand and are familiar with the family’s culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Offeror shall make every effort to employ staff representative of the community served.

C.2.4.2 The Offeror shall provide linguistically competent services through staff that are fluent in the languages spoken by the children and families being served, or from another source providing such services. The Offeror shall have similar capacity to serve hearing impaired clients.

#### C.2.5 Community-Based Services.

C.2.5.1 (a) A community-based system enhances the well-being of youth and their families by reducing the trauma of foster care separation, and increasing the potential for reunification with natural parents or kin. Congregate care programs shall endeavor to establish care sites within the youths’ communities, or as close to their communities as possible, unless determined by the CFSA case manager that such proximity is not in the best interest of the youth. This is to ensure that youth in foster care can maintain connections with schools, churches, friends and families. If, for reasons deemed appropriate, a community-based placement is not possible, the Offeror shall develop and maintain linkages that strengthen the youth’s relationship with his/her home communities and/or the community in which he/she will be residing upon discharge. To the extent possible, support services for youth and their families should similarly be provided in the

youth's community of origin, community of placement, and/or community in which a potential kinship care or family-based provider resides.

- (b) Additionally, youth shall be connected to, or involved in, the community in which they are residing while in congregate care. Offerors shall endeavor to create a community-based network of services and affiliations that will not only connect youth to the community, but the community to youth and congregate care programs located in their area. Required local advisory committees may serve as a vehicle by which to stimulate interest and support on the part of local citizens, service providers, businesses, religious groups, etc., to develop a community-based network. Such a network can be beneficial for assisting youth with tutoring, mentoring, jobs, guidance, and other services and supports. Proposals that effectively utilize adult volunteers in such a capacity shall be evaluated favorably. Youth shall become involved in the community through volunteer civic activities, attendance at religious services (if desired), use of public agencies/ services such as the local library and health clinic, and other similar activities.

C.2.5.2 Linkage to services provided in, or as close to, neighborhoods of origin and/or residence is also essential. This concept should be employed, to the extent possible, for all services and activities for youth and families. Linkage to service networks such as the Healthy Families/Thriving Communities Collaboratives, or similar community-based agencies, or network of service providers, shall be evaluated favorably. Additional information regarding mental health services is described in the previous Section C.2.2 "Service Integration/Linkage", as well as in the "Mental Health Services" Section C.4.7.

#### C.2.6 Location of Services

C.2.6.1 CFSA shall contract for congregate care provided within the District of Columbia or within 25 miles of the District of Columbia. Facilities that are located within the District of Columbia shall be viewed favorably.

C.2.6.2 Offerors shall describe their location and the manner in which they will ensure youth maintain connections to their neighborhoods of origin, as well as their current neighborhoods of residence.

C.2.6.3 If proposing congregate care outside the District of Columbia, the Offeror shall meet the licensing standards applicable in the jurisdiction in which care is provided, as well as the District of Columbia's licensing standards. The District of Columbia has a number of standards more stringent than those of other jurisdictions, and these are outlined in section C.2.8 "Facility and Licensing Requirements". Offerors providing care in other jurisdictions must fully outline the methods, strategies and resources to be employed in order for youth to maintain ties with their communities of origin.

C.2.7 Mental Health Rehabilitative / Medicaid-Reimbursable Services. CFSA is committed to assuring that mental health services provided to children, youth and families without access to private health insurance are provided by agencies certified as Medicaid providers. Proposals that describe an existing or planned capacity to maximize financial and programmatic integrity through the utilization of funding streams other than CFSA shall be evaluated favorably. Preference shall be given to those programs that are certified Medicaid providers, or propose plans to become certified, or are collaborating with subspecialty or subcontracted provider agencies that are certified Medicaid providers.

- C.2.7.1 All youth with mental health needs should be registered and connected with the District of Columbia's Department of Mental Health (DMH), and connected with a DMH-certified Core Service Agency to access needed services.
- C.2.7.2 Offerors proposing care outside the District of Columbia shall fully describe plans to collaborate with DMH and secure Medicaid-reimbursable mental health services. CFSA expectations regarding mental health services are further describe in the "Mental Health Services" section C.4.2.6. and "Community-Based Services" Section C.2.5.
- C.2.8 Facility and Licensing Requirements. Congregate care facilities shall maintain compliance with all local and federal housing and building code regulations, as well as the requirements set forth by the District rules and regulations pertinent to the licensing and operation of youth residential facilities and independent living programs. See Section J, Attachments and Documents Incorporated By Reference, Nos. J.8 to J.22.
- C.2.8.1 If providing care outside the District of Columbia, the facility must meet the licensing requirements for the jurisdiction in which the facility is operating, as well as the District of Columbia's licensing requirements. In certain instances, the District of Columbia's licensure requirements may be more stringent than those of other jurisdictions.
- C.2.8.2 The LaShawn A. v. Williams Implementation Plan (IP) requires CFSA to ensure that facilities serve youth in a more family-like manner by restricting the number of children and youth served in a single congregate care facility to not more than eight (8). The only permissible exception to placement of a child/youth in a facility serving more than eight (8) residents is if the individual needs of the child/youth require specialized care that can only be provided in a larger facility. CFSA plans to phase out placement of children/youth in facilities serving more than eight (8) residents by contract year 2 (10/1/04). The eight (8) resident maximum shall take effect in the base contract year for group homes.
- C.2.9 Organizational Requirements
- C.2.9.1 The Offeror shall provide information regarding its organization including the mission, organizational structure, location, and services and programs offered.
- C.2.9.2 The Offeror shall provide information regarding its contractual history with the District of Columbia and/or other jurisdictions, including the types of contracts, agencies contracted with, dates of contracts, and a copy of performance evaluations, if available, and a contact person.
- C.2.9.3 The Offeror shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this contract, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facilities.
- C.2.9.4 The Offeror shall submit a detailed work plan for the contract year, including all relevant action steps, responsible parties, outcomes and deliverables.
- C.2.9.5 The Offeror shall maintain complete written job descriptions covering all positions

funded through the contract in the files to be made available to CFSA for review. Job descriptions shall include required credentials, human care certifications, training certificates, description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria.

C.2.9.6 The Offeror shall submit any changes in key staffing patterns to the Contracting Officer's Technical Representative not less than 30 days in advance of such changes.

C.2.9.7 The Offeror shall submit a copy of the policies and procedures relevant to its congregate care program(s). Policies should include (1) residents' rights and responsibilities, (2) behavior management techniques, and (3) all other pertinent descriptions of philosophy and approach to care.

#### C.2.10 Staff Qualifications and Requirements

C.2.10.1 Offerors shall establish personnel guidelines that are in compliance with licensure regulations, as well as the CFSA guidelines outlined henceforth.

C.2.10.2 The Offeror shall ensure that all employees, consultants and sub-contractors have been cleared through the Child Protection Registry and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this contract, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

C.2.10.3 For all new employees, the Contractor shall, prior to employment under any contract resulting from this Solicitation, provide to the Contracting Officer's Technical Representative copies of the results of all Child Protection Register and criminal background checks, and the results of all drug and alcohol tests. The Deputy Director of Licensing and Monitoring, or her designee, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract, except that persons having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, or drug distribution shall not under any circumstances perform services or be employed by Contractor under this contract. Persons having criminal convictions for drug possession shall not have direct contact with children under this contract.

C.2.10.4 The Offeror shall terminate any staff for whom allegations of any of the following has been substantiated by an investigation by CFSA's Institutional Abuse Unit:

- (a) Physical abuse of children, families or staff members;
- (b) Sexual abuse or harassment of children, families or staff members;
- (c) Verbal or emotional abuse of children, families or staff members;
- (d) Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty;
- (e) Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.

Failure to dismiss employees for these conditions shall be sufficient cause for the contract

termination under clause 9, Default, Standard Contract Provisions for Use with District of Columbia Supply and Services Contract, dated April 2003 (Attachment J.1).

C.2.10.5 The Offeror shall ensure that staff can provide services capable of meeting the cultural and linguistic needs of the participating youth and pertinent family members with whom visiting and planning for the youth must take place. To the extent possible, the Offeror shall comply with the First Source Employment Agreement, and recruit and hire appropriately qualified staff from the community served.

C.2.10.6 The Offeror shall profile staff credentials, including, but not limited to, the number of staff, educational degrees, languages spoken and areas of specialization, and describe how these impact and address service needs of the targeted population.

C.2.10.7 Congregate care staff shall collectively have experience and skill in adolescent development, behavior management, child abuse and neglect, family dynamics, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.

C.2.10.8 Staff members and sub-contractors responsible for performing professional services, including psychological, psychiatric, medical, social work, nursing, dental, and education, shall have a professional degree from an accredited college or university and a current license in his or her respective field.

#### C.2.11 Staff Training and Development

C.2.11.1 Offerors shall establish (and submit with their proposals as outlined in Section L) staff training and development policy and procedures that are in compliance with the licensure regulations, and CFSA guidelines outlined in this section.

C.2.11.2 Offerors shall ensure training to congregate care staff on relevant child welfare topics including, but not limited to, child abuse and neglect, psychotropic medication and medication management, strength-based, family-centered practice, concurrent planning, domestic violence, teen relationship abuse, and HIV/AIDS.

C.2.11.3 Offerors shall also ensure that staff are trained on the provision of community-based services, including training on community characteristics, resources and needs, and negotiating services for children within a community-based environment. Every effort shall be made by the Offeror to ensure that training incorporates and encourages the participation of representatives from community residents and community-based service providers, such as local hospitals, police precincts and drug treatment centers.

C.2.11.4 Offerors shall also provide training to congregate care staff on topics relevant to adolescent development. Topics may include, but are not limited to, education and career development, life skills, health and pregnancy prevention, mental health, domestic violence and alcohol and substance abuse.

C.2.11.5 The Offeror shall maintain training records, including attendance and copies of the curriculum.

#### C.2.12 Information, Data Collection, Program Evaluation, and Quality Assurance

- C.2.12.1 Offerors and all subcontractors shall establish and submit, upon award, policies and procedures that ensure compliance with all District and federal privacy and confidentiality laws and policies.
- C.2.12.2 Offerors shall submit a Daily Census Report form for each facility to the Licensing and Monitoring Administration by fax or e-mail as CFSA may direct.
- C.2.12.3 Offerors shall ensure that congregate care staff and youth are actively involved in CFSA's Administrative Review and Case Practice Process.
- C.2.12.4 Offerors shall maintain adequate case files and fiscal records, and ensure that staff follow appropriate record-keeping practices and procedures, in a manner that is compliant with and supports all existing federal, state, and local laws, rules, and regulations, and is consistent with policies, procedures, and standards promulgated by CFSA.
- C.2.12.5 Offerors shall comply with CFSA standards for reporting, monitoring activities, and performance reviews. CFSA shall offer technical assistance and a period of time for implementation of protocol in order to meet compliance standards.
- C.2.12.6 Offerors shall develop and submit with the proposal their quality assurance systems for monitoring and reviewing program performance and designing and implementing improvement strategies. Offerors shall ensure participation in all CFSA Quality Improvement Processes that include, but may not be limited to, the following:
- (a) Administrative Reviews
  - (b) Case Practice Staffings
  - (c) Permanency Staffings
- C.2.13 Outcome Measurement
- C.2.13.1 A primary goal of CFSA's contract reform initiative is to develop a performance-based system of evaluation that ensures accountability, cost-effectiveness of service provision, and achievement of positive outcomes for children, youth and families. CFSA plans to hold providers accountable for improving the quality of services delivered and, over time, for achieving selected outcomes for children's safety, permanence and well-being. CFSA expects to accomplish this through improved data collection and contract monitoring, establishment of financial incentives and disincentives for providers, and the development and implementation of a performance evaluation system. CFSA anticipates full achievement of this goal to be phased in over the first two contract years for congregate care.
- C.2.13.2 In the first year, congregate care providers shall participate on a task force to assist CFSA in developing an effective approach to outcome measurement, accountability, and application of financial incentives and disincentives. Offerors will be asked to select a representative to serve on the task force, and task force objectives shall include, but not be limited to, the following:
- (a) Identification of measures that capture significant youth and family outcomes.
  - (b) Identification and resolution of major issues in data reliability and timeliness.
  - (c) Development of an overall approach to performance accountability.



- (d) Development of a system for applying financial incentives and disincentives.

C.2.13.3 CFSA will take recommendations made by the task force into consideration in the development of protocols for performance accountability. See Section B.3 for the terms and conditions that will apply to the introduction of performance measures into contracts that result from this Request for Proposal.

C.2.13.4 While performance accountability shall be phased in during the first two years, CFSA expects congregate care providers to meet certain, basic requirements commencing the base contract year, as follows:

- (a) Licensure of the facility and program in accord with the requirements of the District of Columbia, and, if applicable, any other jurisdiction in which the facility is operating.
- (b) Quality service to youth and families via fulfillment of all licensing standards and RFP specifications for general, program and service delivery elements of the congregate care program.
- (c) Quarterly performance reviews that will provide an opportunity to discuss lessons learned and implementation of improvement strategies.

C.2.13.5 The following shall serve as preliminary baseline indicators that the task force may use as a framework from which to further develop performance and outcome measures, as well as pricing incentives and mechanisms:

- (a) Safety - Number of Critical/Unusual Incidents regarding care and supervision of youth that includes, but is not limited to, any Institutional Abuse/Neglect Investigations conducted.
- (b) Permanence
  - (1) Length of stay in congregate care.
  - (2) Number of disruptions in placement for youth served by the congregate care facility.
  - (3) Percentage of youth who have regular contact with parents and extended family, where appropriate.
- (c) Well Being
  - (1) Percentage of youth receiving timely and community-based service linkages.
  - (2) Percentage of youth meeting the mental health, health and other service objectives specified in case plan and/or ITILP.
  - (3) Percentage of youth meeting educational, vocational, and independent living objectives specified in the IEP, case plan, and/or ITILP.

C.2.14 Emergency Response and Plan

C.2.14.1 Offerors shall have an emergency response plan that provides back-up power generators

for the facility, and an alternate location for residents that can serve as temporary housing and care in the event of a natural or man-made disaster. Offerors shall submit this plan within thirty (30) days of contract award.

C.2.14.2 Offerors shall submit training provisions for its emergency response plan within 3 days of contract award.

### **C.3 TARGET POPULATIONS AND PROVISION OF CARE**

C.3.1 Consistent with the LaShawn A. v. Williams Implementation Plan, CFSA's priority is to place children and youth of all ages in family-based care and the least restrictive setting possible. As CFSA improves the capacity to place more children in family-based care, the Agency plans to reduce the level of congregate care for which it contracts. The following numbers for each type of congregate care population are based on CFSA's actual congregate care population, taking into consideration plans to reduce the number of children and youth placed in congregate care over the coming years. CFSA is currently in the process of developing its first needs assessment and resource development plan, and the Agency's capacity to project the congregate care needs of youth shall improve as these tools are developed, implemented, and further refined. Section C.5. "Congregate Care Population-Specific Requirements" further defines congregate care populations and requirements.

C.3.1.1 Offerors shall house male and female residents in separate, single sex facilities.

C.3.1.2 Reserved.

C.3.1.3 Congregate care settings shall serve male and female youth aged 13 to 21 unable to reside with family members, or in family-based care. The congregate care categories are as follows:

- (1) Diagnostic and Emergency Care for Children 12 and Younger
- (2) Diagnostic and Emergency Care for Youth 13 and Older
- (3) Traditional Group Home Care
- (4) Specialized Group Home Care Level III
- (5) Specialized Group Home Care Level IV
- (6) Independent Living Main Facility Programs
- (7) Independent Living Residential Units
- (8) Assisted Living Level III
- (9) Assisted Living Level IV
- (10) Teen Parent Programs
- (11) Community Based Return Diversion Programs

C.3.1.4 During the base contract year, CFSA is contracting for a maximum of 50 units of (1)"Diagnostic and Emergency Care for Children 12 and Younger", and a maximum of 50 units of (2)"Diagnostic and Emergency Care for Youth 13 and Older". Consistent with the LaShawn A. v. Williams Implementation Plan guidelines for congregate care placement, CFSA plans to reduce the number of children and youth in congregate care for each of the contract option years, as set forth in Section B, under "Contract Line Items".

C.3.1.5 During the base contract year, CFSA is contracting for a maximum of 100 units of

- (1)“Traditional Group Home Care”, a maximum of 42 units of (2)“Specialized Group Home Care Level III”, and a maximum of 8 units of (3) “Specialized Group Home Care Level IV”. CFSA plans to reduce these numbers for each of the contract option years, as specified in Section B, under “Contract Line Items”. CFSA is contracting for four types of independent living programs to serve a total of 300 youth. During the base contract year, CFSA is contracting for a maximum of 100 units of (1)“Independent Living Main Facility Programs”; a maximum of 100 units of (2)“Independent Living Residential Units”; a maximum of 16 units of (3) “Assisted Living Level III”; a maximum of 4 units of (4) “Assisted Living Level IV”; and a maximum of 80 units of (5) “Teen Parent Programs”. CFSA plans to reduce the number for Teen Parent Programs for each of the contract option years, as specified in Section B, under “Contract Line Items”.
- C.3.1.6 CFSA is contracting for a maximum of 50 units of “Community Based Return Diversion Programs” for the base contract year. In the development of a needs assessment, CFSA is further examining the resources necessary to divert youth from residential treatment. CFSA plans to reduce this number for each of the contract option years, as specified in Section B, under “Contract Line Items.”
- C.3.1.7 CFSA anticipates an even distribution of female and male youth in these target populations with the exception of the pregnant and teen parents.
- C.3.1.8 Offerors should expect to serve populations of youth in congregate care settings that may include, but are not limited to, the following:
- (a) Pregnant teens;
  - (b) Teen parents with children;
  - (c) Youth with special behavioral needs;
  - (d) Youth who are gay, lesbian, bisexual, or transgendered;
  - (e) Youth with a diagnosis of serious emotional disturbance;
  - (f) Youth with a diagnosis of mental retardation requiring specialized care;
  - (g) Youth with a diagnosis of alcohol, tobacco, or drug addiction;
  - (h) Youth who are physically disabled requiring specialized care;
  - (i) Youth with serious medical needs requiring specialized care ;
  - (j) Youth targeted for independent living;
  - (k) Any combination of the conditions listed above.

#### **C.4 PROGRAM REQUIREMENTS**

- Offerors must develop proposals that respond to all rules and regulations outlined in DC Municipal Regulations Title 29, Chapters 62 and 63, as well as general, program and population-specific requirements. CFSA shall periodically monitor programs for compliance with all regulations and requirements. Offerors’ shall develop a proposal that follows a prescribed format for describing program design outlined in Section L.
- C.4.1 Admission, Intake, Discharge and Aftercare Planning
- C.4.1.1 Offerors shall be equipped to admit youth into its congregate care program on a 24-hour, 7 day-a-week for each day of the year.
- C.4.1.2 Offerors shall accept youth under the care of the Child and Family Services

Agency for placement in its program. If Offerors plan to accept non-CFSA youth into placement, the Offeror's program description must include:

- (a) The manner by which placement of CFSA and non-CFSA youth will be managed for the benefit of youth;
- (b) An adequate approach to confidentiality issues;
- (c) Assurance that the provisions of D. C. Code § 16-2320 are adhered to regarding "commingling of juveniles".

C.4.1.3 Offerors shall accept for placement those youth under the care and legal custody of CFSA, and referred by CFSA's Placement Office. Offerors are expected to accept all youth referred if there is a vacancy in the program.

C.4.1.4 The CFSA social worker shall coordinate the youth's placement with the Offeror by facilitating:

- (a) Completed and signed Board and Care Agreement Form.
- (b) Completion of medical screening prior to placement.
- (c) Presentation of a copy of the medical examination at the time of placement.
- (d) Exchange of the social security number, birth certificate, Medicaid number, school records, previous placement history, medical history, family history, and inventory of youth clothing.

C.4.1.5 Offerors shall document and place in the resident's care record, within 24 hours of admission, all emergency medical and mental health needs, allergies, basic needs, and non-emergency medical and mental health conditions and physical infirmities, including all visible signs of illness or injury, as well as pre-admission medical screen information.

C.4.1.6 Offerors shall maintain copies of a document signed by the youth to be placed in his/her record that indicates he/she has received a resident orientation within 48 hours of admission.

C.4.1.7 Offerors shall pursue CFSA's dispute resolution process for cases of disagreement regarding placement decisions for CFSA youth.

C.4.1.8 Offerors shall not discharge youth from a congregate care program unless a CFSA Disruption Staffing has determined that one or more of the following:

- (a) The youth requires a shift in level of care that is more or less restrictive and cannot be provided by the current congregate care program;
- (b) The youth is to be reunified with family or relatives;
- (c) The youth is to be placed in some other family-based foster care setting;
- (d) The youth is to be adopted.
- (e) The youth has adequately met his/her independent living goals and is ready to leave foster care.

C.4.1.9 When circumstances change for the youth such that a placement change is considered, Offerors shall retain the youth in his/her current foster care setting while immediately requesting a CFSA disruption staffing. If the disruption staffing determines that replacement of the youth is necessary, the Offeror is expected to retain the youth in his/her current setting, and apply any recommended support services until an appropriate placement has been secured.

C.4.1.10 Offerors shall provide documentation to the Contracting Officer's Technical Representative and to Disruption Staffing attendees, that describes all efforts made by the Offeror to stabilize and sustain the youth's placement. Such documentation shall include: notice to the Offeror's representative of circumstantial changes; crisis intervention and support services applied; utilization of community-based services; and other pertinent documentation.

C.4.1.11 Reserved.

C.4.1.12 The Offeror shall ensure that discharge and aftercare planning commences at admission and is coordinated with the Clinical Support Division of the Office of Clinical Practice at CFSA.

#### C.4.2 Case Planning, Staffings, and Case Responsibility

C.4.2.1 Offerors and CFSA shall jointly develop an Individual Service Plan (or case plan) and Individual Transitional Independent Living Plan (ITILP) consistent with court orders. Offerors shall ensure that group or independent living program staff and social workers involved with CFSA youth attend case planning conferences, staffings, and administrative reviews.

C.4.2.2 CFSA shall maintain case management responsibility for youth through a CFSA social worker. Offerors shall provide supportive assistance to CFSA by working with the youth to meet his/her case plan and ITILP objectives, making service referrals and linkage, coordinating required family and sibling visits, and participating in case staffings, conferences and review.

C.4.2.3 Offerors shall designate a primary youth care counselor, social worker, or other qualified staff member responsible for supportive assistance functions. Offerors shall ensure these individuals attend pertinent case staffings, reviews, and conferences. Independent living programs shall employ at least one (1) social worker for every twenty (20) residents.

C.4.2.4 If a youth experiences an acute care episode, the Offeror shall send representatives to participate in treatment planning and care for the youth with the expectation that the youth will ultimately return to his/her placement.

#### C.4.3 Mandatory Reporting and Unusual Incidents

C.4.3.1 Offerors shall follow the procedures and requirements outlined in the licensure regulations for mandatory reporting and unusual incidents. In addition to licensure regulations, Offerors must file an unusual incident report any time a facility's staff has engaged in the physical restraint of a youth, or in cases of complaints from clients, their families, their attorneys, or others regarding client services or treatments; or request(s) for information or visits from the news media, attorneys, or Government officials outside the Agency.

C.4.3.2 Offerors must file an unusual incident report by fax or e-mail, as CFSA may direct, to the Social Work Program Manager and the Administrator of CFSA's Licensing and

Monitoring Administration, as well as send a copy to the CFSA social worker assigned to the child.

#### C.4.4 Local Advisory Committee

C.4.4.1 Offerors are required under the licensure regulations to develop a local advisory committee that complies with licensure regulations. Proposals utilizing local advisory committees as a vehicle by which to stimulate interest and support on the part of local citizens, service providers, businesses, religious groups, and civic groups shall be evaluated favorably. Development of local support can be beneficial for assisting youth with tutoring, mentoring, jobs, guidance, and other services.

#### C.4.5 Service Provision

C.4.5.1 Offerors shall provide an array of services and overall strategy for meeting the needs of youth that complies with licensure regulations and any additional CFSA guidelines outlined in this “Service Provision” Section. The services must be appropriate to the age, gender, sexual orientation, cultural heritage, developmental and functional level, as well as the learning ability of each youth. These shall include, but not be limited to, the following:

- (a) Food, shelter, hygiene, and clothing;
- (b) Health care;
- (c) Mental health and alcohol, tobacco, and substance abuse services;
- (d) Sex education and reproductive health services;
- (e) Educational services and advocacy;
- (f) Family Services/Visitation;
- (g) Recreation, Community Connections, and Religion;
- (h) Transportation services;
- (i) Life skills training and age appropriate independent living skills training; and,
- (j) Vocational services.

#### C.4.6 Health Care

C.4.6.1 Offerors shall develop and submit with proposals the policy and procedures for meeting the preventative, routine, and emergency health care of youth.

C.4.6.2 CFSA’s Health Services Division shall include in each youth’s case plan a descriptive health care plan of the services required to meet his/her unique health and mental health needs. Offerors shall propose the methods for making service referrals with community-based providers, assuring youth utilize these services, and a standardized system for collecting, recording, and conveying health and mental health information to CFSA.

C.4.6.3 Offerors shall establish methods for securing, in a timely manner, all medically recommended health and therapeutic services including, but not limited to, medication, physical and occupational therapy, glasses, hearing aids, prosthetic devices, and corrective physical and dental devices.

C.4.6.4 Offerors shall facilitate the provision of specialized health services such as

private duty nursing, medical respite care, homemaker services, among others, in accord with the case plan and Individualized Habilitation Plan and sanctioned by CFSA's Health Services Division.

C.4.6.5 Offerors shall utilize medical services provided by licensed doctors and agencies that accept Medicaid. Title IV-E eligible youth may receive Medicaid-covered services in the state in which they reside. DC KIDS and the Health Services Division of CFSA's Office of Clinical Practice will assist Offerors in identifying Medicaid providers. Except in an emergency, the Health Services Division of CFSA shall approve any non-Medicaid vendor before the services are obtained.

C.4.6.6 Offerors shall develop a training plan that prepares staff on health issues. Caretakers shall be required to participate in a pre-service health care training program of 8 hours as a prerequisite to working with children in care. In addition, four hours per year of in-service health training shall be provided. Training on universal infection control precautions must be provided.

C.4.6.7 Offerors shall develop and submit with proposals the policy, procedures, and a care plan for youth affected by HIV and AIDS. Policy and procedures must include risk assessment, evaluation and treatment, testing, disclosure, confidentiality, consent, counseling, permanency planning, and other topics. Practice must also be compliant with Section 504 of the Rehabilitation Act of 1973 that prohibits discrimination against individuals with handicaps. Universal infection control precautions shall be employed by caregivers.

C.4.6.7 Offerors shall ensure on-call availability of a physician for urgent services and consultations.

#### C.4.7 Mental Health Services

C.4.7.1 Offerors shall be responsible for meeting children and youth's mental health service needs through direct provision of, or linkage to, mental health services delivered by qualified professionals. Mental health services include, but are not limited to:

- (a) Preliminary mental health screen within 3 business days after admission by a licensed mental health practitioner.
- (b) If indicated by the preliminary mental health screen, a mental health evaluation and assessment, including a standardized diagnostic mental health assessment completed within fifteen (15) calendar days of admission by a licensed mental health practitioner.
- (c) Substance and alcohol abuse prevention, intervention, and treatment;
- (d) Access to emergency mental health services on a 24 hour a day, 7 day per week basis.
- (e) Clinical consultation with residents, parent(s) or guardian(s), and staff;
- (f) Individualized treatment, including therapy and counseling for individuals and groups;
- (g) A standardized system for collecting, recording and conveying each resident's essential mental health information consistent with HIPAA; and,
- (h) A standardized system for collecting and reviewing the resident's historical mental health records.

C.4.7.2 Offerors shall ensure that all youth with mental health needs are registered and connected with the District of Columbia's Department of Mental Health (DMH), and connected with a DMH-certified Core Service Agency to access needed services. Offerors shall also ensure that this information is provided to CFSA through its Health Services Division under the Office of Clinical Practice. CFSA prefers that mental health services are provided by DMH Core Service Agencies, subspecialty provider agencies, or subcontracted provider agencies that are certified Medicaid providers.

C.4.7.3 Offerors shall ensure that clinical and therapeutic services are provided to youth as recommended by the Individual Habilitation Plan (IHP), Individualized Treatment Plan (ITP), Individualized Education Plan (IEP), or CFSA case plan.

C.4.7.4 Offerors shall ensure youth and staff attendance at all relevant Multi-Agency Planning Team (MAPT) meetings that assess and make recommendations regarding mental health needs and services.

C.4.7.5 Offerors shall ensure access to and/or provision of smoking cessation programs, weight reduction, and alcohol, substance abuse, and domestic violence counseling services for youth.

C.4.7.6 Offerors shall facilitate mental health service provision by agencies certified as Medicaid providers when individuals do not have access to private health insurance. Proposals that describe an existing or planned capacity to maximize financial and programmatic integrity through the utilization of funding streams other than CFSA shall be evaluated favorably. Preference shall be given to those programs that are certified Medicaid providers, or propose plans to become certified, or are collaborating with subspecialty or subcontracted provider agencies that are certified Medicaid providers.

#### C.4.8 Sex Education and Reproductive Health Services

C.4.8.1 Offerors shall provide all youth in care aged 13 to 21 years with sex education and health services that include, among others, sexual relations, pregnancy prevention/contraception, and sexually transmitted diseases (STD).

C.4.8.2 Offerors shall secure and/or provide high quality, community-based prenatal and postnatal counseling and services to pregnant teens, teen parents and to youth seeking to terminate pregnancies. The Offeror shall ensure care by a licensed obstetrician/gynecologist for all youth seeking access to such a provider.

C.4.8.3 Offerors shall link with organizations that provide education and support services for gay, lesbian, bisexual, and transgendered youth.

#### C.4.9 Educational Services and Advocacy

C.4.9.1 Offerors shall be responsible for the educational and vocational needs of all youth placed in its care. CFSA will provide the Offeror necessary educational information and documentation for the youth. Within 48 hours of receiving this information and documentation, the Offeror shall arrange for and ensure that each school-



aged resident attends school or an educational program in accordance with all applicable federal, state and local laws and the youth's initial service plan.

- C.4.9.2 Offerors shall be responsible for enrolling and transporting all school age youth to any educational, vocational and/or mentoring activities, unless otherwise provided by the school district or another community-based service provider.
- C.4.9.3 Offerors shall ensure that youth who are no longer required to attend school under the District of Columbia's Compulsory Education Law receive directly, or are appropriately linked to, community-based services and providers to assist the youth transition to independence.
- C.4.9.4 Offerors shall maintain the youth's educational records, including, but not limited to, report cards, educational testing and Individualized Education Plans (IEP's) in the resident's case record.
- C.4.9.5 Offerors shall ensure that all youth in need of Special Education are appropriately assessed by the youth's local school or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). The Offeror shall describe its participation in all meetings held at the youth's local school in order to develop and/or enhance the youth's IEP.
- C.4.9.6 Offerors shall comply with education policies set forth by DCPS and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Education Unit is available for consultation and assistance in this area.
- C.4.9.7 Offerors shall provide educational enrichment programs and activities.
- C.4.9.8 Offerors shall identify those educational duties and responsibilities for which congregate care staff and/or other contract staff will be accountable (*e.g.*, attendance at school conferences, provision of school supplies, assistance with homework, regular contact with teachers). For independent living programs, this includes the role of the educational coordinator. The plan shall also include description of the educational equipment provided to youth to assist and enrich educational endeavors. Proposals indicating provision of computers, adequate study areas, in-home tutoring (paid or non-paid), and other assistance shall be favored.
- C.4.9.9 Offerors shall identify and establish a network of paid or non-paid providers to which referrals may be made for tutoring, mentoring, and other remedial and advocacy services. The Offeror shall be responsible for linking the youth to the service provider as well as monitoring and ensuring the provision and quality of the service provided.
- C.4.9.10 One-on-one tutoring is available in limited circumstances to supplement DCPS services. Offerors shall provide those youth presenting any of the following educational limitations with tutorial/remedial services:
  - (a) Two or more grade levels behind age-appropriate academic performance;
  - (b) Reporting grades of D's or F's;
  - (c) Services are court ordered;
  - (d) Services recommended by IEP;

- (e) Services recommended by school;
- (f) Services recommended by a psychological evaluation, or
- (g) Services recommended by the youth's service plan.

C.4.9.11 CFSA encourages the provision of mentoring services for all youth being cared for in congregate care. CFSA shall favorably evaluate proposals that describe innovative provision of mentoring services that are community-based, linked to professional groups, and/or are on a volunteer basis. Mentoring services should be described as supplemental activities to tutoring and recreational endeavors already provided by the congregate care program.

C.4.9.12 Offerors shall provide CFSA with all pertinent educational information for the purposes of data collection and monitoring.

#### C.4.10 Family Services/Visitation

C.4.10.1 Offerors shall make efforts to involve the youth's family members and other significant persons in the youth's life, as appropriate, through facilitating visits and inclusion in case planning. Offerors shall develop and submit policy and procedures for visitation that includes face-to-face visitation, mail correspondence, and telephone contact; supervision of visits; provision of adequate space for visits; and restriction of visits and contact.

C.4.10.2 CFSA shall maintain primary case management responsibility, and the congregate care program is expected to provide supportive assistance in facilitating visits between the youth and his/her family in settings that are more conducive to positive family interaction. The Offeror shall establish the location to be utilized for visits and a sample schedule for visits.

#### C.4.11 Recreation, Community Connections, and Religion

C.4.11.1 Offerors shall develop recreational programming for youth that includes the types of family-oriented recreational and cultural/educational activities to be facilitated. Programs that organize both group and individualized recreational outings, and describe a calendar of activities shall be viewed favorably.

C.4.11.2 Offerors shall nurture the development of hobbies, interests and other leisure time activities for youth. Youth shall be provided sufficient recreational supplies, equipment and activities.

C.4.11.3 Offerors shall include youth residents in the activities of their family's community and/or the community in which they reside while in congregate care. Such involvement contributes to a youth's integration into a community and ability to tap into support mechanisms. Offerors shall endeavor to create a network of services and affiliations that will not only connect youth to the community, but the community to youth and congregate care programs located in their area.

C.4.11.4 Offerors shall promote youth involvement in the community through volunteer civic activities, attendance at religious services (if desired), use of public agencies/services such as the local library and health clinic, and other similar activities.

C.4.11.5 Proposals that describe a comprehensive plan to link youth with their communities shall be viewed favorably. Plans may include descriptions of community-based activities in which youth will become involved.

C.4.11.6 Offerors shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired.

#### C.4.12 Transportation

C.4.12.1 Offerors shall provide transportation to all scheduled activities including, but not limited to:

- (a) Medical and mental health appointments;
- (b) School/educational and vocational activities;
- (c) Recreational activities;
- (d) Community activities; and
- (e) Family activities and visits.

#### C.4.13 Life Skills Training (Independent Living)

C.4.13.1 Offerors shall develop and submit with their proposals a plan for preparing age-appropriate youth with life skills in accord with licensure regulations.

C.4.13.2 Offerors shall prepare teens fifteen years and older for independent living in addition to a referral to the CFSA Independent Living program, Center of Keys for Life. The program shall include, at a minimum, money management/consumerism, meal planning and preparation, household management, personal care and hygiene, health and human sexuality, education, vocational planning and readiness, citizenship, interpersonal and legal skills, and using community resources. The Offeror shall assist youth to develop goals for transition from foster care to independence.

C.4.13.3 Offerors shall establish a daily routine/schedule of events and activities in the congregate care setting, and provide a sample of activities that will be provided on a daily, weekly and monthly basis.

#### C.4.14 Employment and Vocational Services

C.4.14.1 Offerors shall link youth to vocational services as per the service objectives set forth in the case plan and/or ITILP. Services shall include vocational assessment and training programs.

C.4.14.2 Offerors shall secure employment assistance and job coaching for youth.

### **C.5 CONGREGATE CARE POPULATION-SPECIFIC REQUIREMENTS**

C.5.1 CFSA contracts for various types of congregate care with unique staffing patterns and service requirements. General and program requirements previously described in Sections C.2.1 and C.4, respectively, apply to all congregate care programs. In addition to these requirements, Offerors must meet the requirements specific to the congregate care populations for which care is being proposed. For example, Offerors proposing care for a special population such as the mentally retarded must meet all general and program requirements, as well as meet the population-specific requirements described in this

section for specialized group home care or assisted living (depending upon the age of the population to be served).

C.5.1.1 CFSA shall contract for the following types of congregate care:

- 1) Diagnostic and Emergency Care for Children aged 12 and younger;
- 2) Diagnostic and Emergency Care for Youth aged 13 and older;
- 3) Traditional Group Home Care for youth aged 13 through 15;
- 4) Specialized Group Home Care Level III for youth aged 13 through 15;
- 5) Specialized Group Home Care Level IV for youth aged 13 through 15;
- 6) Independent Living Main Facility Programs for youth aged 16 to 21;
- 7) Independent Living Residential Units for youth aged 18 to 21;
- 8) Assisted Living Level III for youth aged 16 to 21;
- 9) Assisted Living Level IV for youth aged 16 to 21;
- 10) Teen Parent Programs for pregnant and/or teen parents aged 16 to 21; and,
- 11) Community Based Return Diversion programs for youth aged 13 through 18.

C.5.1.2 Offerors may submit proposals to serve youth in a manner that integrates special need populations of youth with others of similar age provided services adequately meet their specialized needs. The Offeror may propose such integration of youth in group homes and independent living main facility programs, as feasible, for those who are medically fragile, physically disabled, mild or moderately challenged by developmental disabilities and/or emotional disturbances, or are gay, lesbian, bisexual or transgendered. CFSA does not expect that programs would integrate youth who are in teen parent programs and community based return diversion programs.

C.5.1.3 Offerors may submit offers for one or more types of care. Congregate care population-specific requirements shall be evaluated distinctly in accord with the specifications set forth in this section.

C.5.2 Diagnostic and Emergency Care for Children 12 and Younger

C.5.2.1 CFSA's priority is to place children and youth of all ages in family-based care, and particularly younger children. The LaShawn A. v. Williams Implementation Plan specifies that children aged 12 and younger will not be routinely placed in congregate care settings except for those children with exceptional needs that cannot be met in any other type of care. The Implementation Plan has specific benchmarks for congregate care placement that exceeds 30 days for children 12 years and younger. CFSA must ensure that by December 30, 2003 no more than 50 children aged 12 and younger remain in congregate care placement more than 30 days, and for June 30, 2004 that there are no more than 35 placed in this manner. While CFSA continues to build its family-based care capacity, CFSA will gradually reduce the quantity for which it contracts this type of care.

C.5.2.2 CFSA is contracting for a maximum of 50 units of "Diagnostic and Emergency Care for Children 12 and Younger" during the base contract year. These numbers indicate maximum capacity for this type of care. CFSA plans to reduce these numbers for each of the option years, and is outlined in Section B., "Contract Line Items."

C.5.2.3 "Diagnostic and Emergency Care for Children 12 and Younger" shall be used in response to a short-term, urgent need for placement when a more permanent, family-based care placement cannot be secured immediately. Such care shall not exceed 30 days.

Offerors shall facilitate diagnostic assessment services as well as emergency availability for children.

- C.5.2.4 Offerors shall propose emergency and diagnostic care that complies with licensure regulations for emergency care facilities. During residence in diagnostic and emergency care, the CFSA social worker shall be primarily responsible for case management.
- C.5.2.5 Offerors shall facilitate a comprehensive assessment of needs during the child's stay that includes the propriety of continued placement. A comprehensive service array shall not only benefit children in the short term, but also help contribute to a successful permanent placement.
- C.5.2.6 During a period of diagnostic and emergency care, CFSA may have limited information regarding the child or youth. Diagnostic assessment and emergency care programs shall provide staffing, facility, and care that ensures the safety of children and youth, and meets the needs of a population prone to crisis situations and/or challenging behavior.
- C.5.2.7 Offerors shall provide for admissions 24 hours a day, seven days a week, for every day of the year.
- C.5.2.8 Offerors shall provide 24-hour care and close supervision of children in a licensed facility, provision of meals and snacks, play and creative activities, and academic and pre-academic activities.
- C.5.2.9 Offerors shall maintain a resident to staff ratio of 2:1 at all hours, but in no event less than 2 staff at any time a resident is present in the facility.
- C.5.2.10 Offerors shall provide for an initial medical screening within 48 hours of admission to assess general health and acute medical needs. A medical plan shall be prepared for each child to describe treatment of ailments, monitoring of chronic conditions, and prevention of infection and disease. On-site nursing services are preferred.
- C.5.2.11 Offerors shall ensure that developmental, physical therapy, speech and language, educational, and psychological assessments shall be conducted for the child. Services deemed necessary by these assessments shall be provided during the child's stay. Preference shall be given to those Offerors providing such services on-site.
- C.5.2.12 Offerors shall provide interim educational and after school tutoring services, with preference given to on-site offering of these services. Offerors shall facilitate transportation from the Offeror's site to public schools in the District for children currently enrolled.
- C.5.2.13 Offerors shall employ a social worker to act as case coordinator who will monitor care, coordinate services, arrange visits with family members, and serve as liaison with CFSA. This social worker shall also make efforts toward reunification and foster care placement, including efforts through the Family Intervention Program (FIP) and the Emergency Assessment Program (EAP).
- C.5.2.14 Offerors shall provide supervised visitation for families.
- C.5.2.15 Offerors shall provide training and support for foster parents and family members that

includes review and discussion of assessments conducted, treatments received, and treatment recommendations. Consultation with professional staff shall be provided. Coordination of placement conferences shall include prospective foster placements to facilitate a smooth transition for the child.

C.5.2.16 Offerors shall participate in weekly staffings to determine the most appropriate placement for the child following his/her diagnostic/emergency care period. Staffings shall include the CFSA social worker, the Offeror's social worker, the Family Resources Placement Supervisor, the designated coordinator at the diagnostic and emergency care program, the child or youth, as well as any pertinent service providers, family members and/or other significant persons in the youth's life.

C.5.2.17 Offerors shall work collaboratively with CFSA to ensure that appropriate discharge planning takes place for each child.

### C.5.3 Diagnostic and Emergency Care for Youth 13 and Older

C.5.3.1 CFSA's priority is to place children and youth of all ages in family-based care. CFSA is contracting for a maximum of 50 units of "Diagnostic and Emergency Care for Youth 13 and Older" during the base contract year. These numbers indicate maximum capacity for this type of care. CFSA plans to reduce these numbers for each of the option years, and is outlined in Section B., "Contract Line Items."

C.5.3.2 "Diagnostic and Emergency Care for Youth 13 and Older" shall be used in response to a short-term, urgent need for placement when a more permanent, family-based care or congregate care placement cannot be secured immediately for youth aged 13 to 21. Such care shall not exceed 30 days. Offerors shall facilitate diagnostic assessment services as well as emergency availability for youth.

C.5.3.3 Offerors shall facilitate a comprehensive assessment of youth needs that includes the propriety of continued placement. A comprehensive service array shall not only benefit youth in the short term, but also help contribute to the next placement being stable and successful.

C.5.3.4 Offerors shall provide for all basic care needs of the youth to include nutrition, shelter, clothing and hygiene.

C.5.3.5 Offerors shall maintain a resident to staff ratio of 2:1 during waking hours, and 3:1 during sleeping hours, but in no event less than 2 staff at any time a resident is present in the facility.

C.5.3.6 Offerors shall also provide supportive assistance in securing the medical/health, mental health, educational, transportation and assessment needs of the child or youth through on-site provision of such services, or coordination of these services through other service providers.

C.5.3.7 Additionally, Offerors shall facilitate and/or supervise for the youth any necessary visitation with family or other significant persons, linkage with family-based and congregate care providers, and discharge from this level of care. The Offerors shall describe the manner in which such supportive assistance shall be provided.

- C.5.3.8 Offerors shall provide training and support for foster parents, congregate care staff, and family members shall include review and discussion of assessments conducted, treatments received, and treatment recommendations. Consultation with professional staff shall be provided. Coordination of placement conferences shall include prospective foster placements to facilitate a smooth transition for the youth.
- C.5.3.9 Offerors shall coordinate with the CFSA social worker as well as CFSA's Health Services and Clinical Support Services.
- C.5.3.10 Offerors shall participate in weekly staffings to determine the most appropriate placement for the youth following his/her diagnostic/emergency care period. Staffings shall include the CFSA social worker, the CFSA Congregate Care liaison, the Family Resources Placement Supervisor, the designated coordinator at the diagnostic and emergency care program, the child or youth, as well as any pertinent service providers, family members and/or other significant persons in the youth's life.
- C.5.3.11 Offerors shall work collaboratively with CFSA to ensure that appropriate discharge planning takes place for each child.

#### C.5.4 Traditional Group Home Care

- C.5.4.1 Over the next several years, CFSA plans to gradually reduce the use of group homes for youth under the age of 16 in favor of family-based care. CFSA continues to recruit family-based care to meet the needs of children and youth. While expanding this capacity, group homes shall serve youth aged 13 through 15 in one of two types of group home care: (1) "Traditional Group Home Care" and (2) "Specialized Group Home Care". While these two types of care may be offered in distinct settings, or in an integrated fashion within a single facility, the care shall be assigned distinct requirements and rates.
- C.5.4.2 CFSA is contracting for a maximum of 100 units of "Traditional Group Home Care" during the base contract year. This number indicates maximum capacity for this type of care. CFSA plans to reduce this number in each of the option years, and is outlined in Section B., "Contract Line Items."
- C.5.4.3 Offerors shall propose "Traditional Group Home Care" that complies with licensure regulations.
- C.5.4.4 Offerors shall ensure a resident to staff ratio of 4:1 during waking hours, and 8:1 during sleeping hours, but in no event less than 2 staff at any time a resident is present in the facility.
- C.5.4.5 Offerors shall endeavor to operate "Traditional Group Home Care" in a manner that connects these homes and their youth residents with the neighborhood in which it is located through establishment and utilization of a local advisory committee and a neighborhood network of services. These are described in the General and Program Requirements, Sections C.2.1 and C.4, respectively. Youth shall be connected to activities and services located near the group home.
- C.5.4.6 Offerors shall accommodate any CFSA-referred youth who may be gay, lesbian, bisexual or transgendered by ensuring an environment free of discrimination and harassment based on gender identity and sexual orientation. Offerors shall include supportive

services specific to the needs of this population in their network of service providers.

- C.5.4.7 To the extent possible, Offerors are encouraged to integrate youth presenting various levels of functioning and conditions. However, CFSA does not expect youth who are pregnant or teen parents, passing through emergency and diagnostic care, or needing community based return diversion programs, to be integrated with the other community based group home populations.
- C.5.4.8 Offerors shall maintain strong connections with family-based care providers, as well as other congregate care providers, in order to facilitate a smooth transition for youth to other forms of care as necessary.
- C.5.4.9 Offerors shall establish and maintain service integration and linkages with the District of Columbia's Department of Human Services' Mental Retardation and Developmental Disabilities Administration, Department of Health, and Department of Mental Health, to ensure maximum service utilization and coordination.
- C.5.4.10 Community based group home programs shall refer youth at age 15 for orientation to independent living, and shall prepare youth for transition to these programs.
- C.5.4.11 The complement of services shall include, at a minimum:
- (a) Assessment and individualized treatment planning
  - (b) Individual, group and family counseling
  - (c) Psychiatric consultation
  - (d) Educational services and advocacy
  - (e) Therapeutic recreation
  - (f) Social skills training and mentoring

#### C.5.5 Specialized Group Home Care

- C.5.5.1 Over the next several years, CFSA plans to gradually reduce the use of group homes for youth under the age of 16 in favor of family-based care. CFSA continues to recruit family-based foster homes to meet the needs of children and youth. While expanding this capacity, group homes shall serve youth aged 13 through 15 in one of three types of group home care: (1) "Traditional Group Home Care" and (2) "Specialized Group Home Care Level III" and (3) "Specialized Group Home Care Level IV". While these types of care may be offered in distinct settings, or in an integrated fashion within a single facility, the care shall be assigned distinct requirements and rates.
- C.5.5.2 Offerors may serve youth in a group home specifically oriented and staffed to care for youth with Level III and/or Level IV conditions. Alternatively, Offerors may propose integration of these youth with youth in "Traditional Group Home Care", if the proposed care meets the requirements outlined in this section for these specialized levels of care.
- C.5.5.3 Special conditions described in this section often require a highly-structured, closely-supervised therapeutic environment. Offerors shall meet the requirements set forth in this section for the level of care proposed (Level III and/or IV care). Specialized Group Home Care shall be tailored in a youth-specific manner to address the following conditions, among others:



- (a) Youth suffering from diagnosable, enduring, life threatening conditions such as HIV/AIDS, respiratory disease and/or dependence on mechanical ventilation, blood conditions such as sickle cell anemia, end-stage failure of a major organ system, diabetes, cystic fibrosis, cancer, etc.
- (b) Youth with severe hearing, speech or vision impairments
- (c) Youth with severe learning disabilities
- (d) Youth with cerebral palsy
- (e) Autistic youth
- (f) Youth who are mentally retarded
- (g) Youth who are paraplegic
- (h) Youth suffering from severe brain damage
- (i) Youth who are quadriplegic or with severe neuromuscular disorders

C.5.5.4 CFSA is contracting for a maximum of 42 units of “Specialized Group Home Care Level III” for youth aged 13 through 15 that meet CFSA’s Level III Handicap requirements. These numbers indicate maximum capacity for this type of care. CFSA plans to reduce this number in each of the option years, and is outlined in Section B., “Contract Line Items.”

C.5.5.5 Offerors shall provide “Specialized Group Home Care Level III” (“Handicap”) for youth with medical conditions resulting in substantial physical impairments, but that do not require skilled nursing to assist in ongoing care.

C.5.5.6 Offerors of “Specialized Group Home Care Level III” shall provide 24 hour, 7 days a week access to registered nursing care established through formal linkage.

C.5.5.7 Offerors of “Specialized Group Home Care Level III” shall provide a staffing ratio of 3 residents to every 1 staff during waking hours, and 4 residents to every 1 staff during sleeping hours, but in no event less than 2 staff at any time a resident is present in the facility.

C.5.5.8 Offerors’ facilities shall have on-call availability of a physician for urgent services and consultations.

C.5.5.9 Offerors shall ensure that a registered nurse and licensed mental health professionals are staffed, or accessible, during all hours of operation. Mental health professionals may include either a licensed social worker and/or a licensed psychologist or psychiatrist.

C.5.5.10 Offerors shall ensure that provision of care, services, administration of medication, staff training, data recording and exchange, medical consent, quality assurance, liaison with the CFSA Health Services Division, and other practice complies with licensing regulations, the Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, HIPAA, and all other relevant legislation.

C.5.5.11 To the degree possible, Offerors shall provide any recommended medical services and/or therapeutic services (*i.e.*, occupational and physical therapy) on-site by qualified professionals.

C.5.5.12 Offerors shall establish linkages with hospitals, advocacy and support organizations that

serve families with children with severe physical disabilities or chronic illnesses. The Offeror shall establish referral and communication protocols with such institutions and organizations.

- C.5.5.13 Offerors shall convene and promote counseling groups for family members and afflicted youth to allow them to deal with the emotional strain and share techniques for coping with and caring for individuals with special needs.
- C.5.5.14 Offerors shall tailor recreational activities to allow for participation despite physical challenges. Peer counseling groups and planned recreational activities shall allow disabled teens opportunities to socialize.
- C.5.5.15 CFSA is contracting for a maximum of 8 units of “Specialized Group Home Care Level IV” for youth aged 13 through 15 that meet CFSA’s Level IV Multi-Handicap requirements. These numbers indicate maximum capacity for this type of care.
- C. 5.5.16 Offerors shall provide Level IV “Multi-Handicap” care for youth with medical conditions resulting in the need for constant medical assistance in accord with the requirements in this section for Level III care, as well as the requirements outlined for Level IV care.
- C.5.5.17 Offerors of specialized care for Level IV “Multi-handicap” shall provide an on-site registered nurse staffed during all shifts.
- C.5.5.18 Offerors of specialized care for Level IV “Multi-handicap” shall provide a staffing ratio of 2 residents to every 1 staff during waking hours, and 3 to 1 during sleeping hours, but in no event less than 2 staff at any time a resident is present in the facility.

#### C.5.6 Independent Living Main Facility Programs

- C.5.6.1 CFSA continues to recruit family-based care to meet the needs of children and youth. While expanding this capacity, independent living programs shall serve youth aged 16 to 21 through five types of programs: (1) “Independent Living Main Facility Programs” (2) Independent Living Residential Units” (3) “Assisted Living Level III” (4) “Assisted Living Level IV” (5) “Teen Parent Programs”. CFSA is also committed to ensuring that youth placed in independent living programs receive care and services that prepare them to successfully live independently.
- C.5.6.2 CFSA is contracting for a maximum of 100 units of “Independent Living Main Facility Programs” that provides care for youth aged 16 to 21 at a main facility. This number indicates maximum capacity for this type of care for which CFSA may ultimately contract for fewer youth.
- C.5.6.3 Offerors shall provide on-site, collective supervision of youth at a main facility that contains more than one residence. Offerors shall comply with licensure regulations for independent living programs and main facility programs.
- C.5.6.4 Offerors shall provide a resident to counselor ratio of 10:1 during day hours, 6:1 during evening hours, and 15:1 during night hours; but in no event less than 2 staff members during evening and night hours any time a resident is present in the facility.

C.5.6.5 Offerors shall provide Independent Living Main Facility Programs care for youth until the youth's case plan and ITILP objectives determine that the youth is developmentally ready for residence in "Independent Living Residential Units".

C.5.6.6 Offerors may integrate "Independent Living Main Facility Programs" and "Assisted Living" care in a single facility provided the Offeror's program can meet the care needs of both populations.

C.5.6.7 As with all independent living programs, Offerors must link residents with the Center of the Keys for Life and trained youth in all aspects of independent living.

#### C.5.7 Independent Living Residential Units

C.5.7.1 CFSA is committed to placing children and youth of all ages in family-based care. While expanding this capacity, independent living programs shall serve youth aged 16 to 21 through five types of programs: (1) "Independent Living Main Facility Programs" (2) Independent Living Residential Units" (3) "Assisted Living Level III" (4) "Assisted Living Level IV, and (5) "Teen Parent Programs". CFSA is also committed to ensuring that youth placed in independent living programs receive care and services that prepare them to successfully live independently.

C.5.7.2 CFSA is contracting for a maximum of 100 units of "Independent Living Residential Units" care for youth aged 18 to 21. This number indicates maximum capacity for this type of care, and is outlined in Section B., "Contract Line Items."

C.5.7.3 Offerors proposing independent living care in the form of "Independent Living Residential Units" shall serve those youth aged 18 to 21 who are developmentally ready, as per their case plan and ITILP objectives, for residence in these apartment units.

C.5.7.4 Offerors providing "Independent Living Residential Units" shall comply with licensure regulations for independent living programs and independent living in residential units.

C.5.7.5 Offerors shall ensure that "Independent Living Residential Units" maintain a minimum resident to counselor ratio of 15:1.

C.5.7.6 As with all independent living programs, Offerors must link residents with the Center of the Keys for Life and train youth in all aspects of independent living.

#### C.5.8 Assisted Living

C.5.8.1 CFSA is committed to placing children and youth of all ages in family-based care. While expanding this capacity, independent living programs shall serve youth aged 16 to 21 through five types of programs: (1) "Independent Living Main Facility Programs" (2) Independent Living Residential Units" (3) "Assisted Living Level III" (4) "Assisted Living Level IV", and (5) "Teen Parent Programs". CFSA is also committed to ensuring that youth placed in independent living programs receive care and services that prepare them to successfully live independently.

C.5.8.2 Offerors may serve youth in a program specifically oriented and staffed to care for youth with Level III "Handicap" and/or Level IV "Multi-handicap" conditions. Or, as their

conditions allow, these youth may be integrated in “Independent Living Main Facility Programs” with other youth that do not require such specialized care, if meeting the requirements set forth in this section for Level III and/or Level IV care. “Assisted Living” shall be tailored in a youth-specific manner to address the following conditions, among others:

- (a) Youth suffering from diagnosable, enduring, life threatening conditions such as HIV/AIDS, respiratory disease and/or dependence on mechanical ventilation, blood conditions such as sickle cell anemia, end-stage failure of a major organ system, diabetes, cystic fibrosis, cancer, etc.
- (b) Youth with severe hearing, speech or vision impairments
- (c) Youth with severe learning disabilities
- (d) Youth with cerebral palsy
- (e) Autistic youth
- (f) Youth who are mentally retarded
- (g) Youth who are paraplegic
- (h) Youth suffering from severe brain damage
- (i) Youth who are quadriplegic or with severe neuromuscular disorders

C.5.8.3 Offerors shall provide “Assisted living” as a form of supervised independent living that requires a highly-structured, closely-supervised therapeutic environment. Youth discharged from assisted living care may be able to accomplish living independently, or may require additional assistance from the District of Columbia’s Department of Human Services’ Mental Retardation and Developmental Disabilities Administration or other programs.

C.5.8.4 CFSA is contracting for a maximum of 16 units of “Assisted Living Level III” care for youth aged 16 to 21 that meet CFSA’s Level III Handicap requirements. This number indicates maximum capacity, and is outlined in Section B., “Contract Line Items.”

C. 5.8.5 Offerors shall meet all the requirements set forth in the licensure regulations applicable to independent living programs, and outlined in this section for Level III “Handicap” youth with medical conditions resulting in substantial physical impairments, but do not require skilled nursing to assist in ongoing care.

C.5.8.6 Offerors of specialized care for Level III “Handicap” shall provide 24 hour, 7 days a week access to registered nursing care established through formal linkage.

C.5.8.7 Offerors of specialized care for Level III “Handicap” shall provide a staffing ratio of 3 residents to every 1 staff during day hours, and 4 residents to every 1 staff during night hours, but in no event less than 2 staff at any time a resident is present in the facility.

C.5.8.9 Offerors’ facilities shall have on-call availability of a physician for urgent services and consultations.

C.5.8.10 Offerors shall ensure that a registered nurse and licensed mental health professionals are staffed, or accessible, during all hours of operation. Mental health professionals may include either a licensed social worker and/or a licensed psychologist or psychiatrist.

C.5.8.11 Offerors shall ensure that provision of care, services, administration of medication, staff training, data recording and exchange, medical consent, quality assurance, liaison with

the CFSA Health Services Division, and other practice complies with licensure regulations, the Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, HIPAA, and all other relevant legislation. To the degree possible, Offerors shall provide any recommended medical services and/or therapeutic services (*i.e.*, occupational and physical therapy) on-site by qualified professionals.

- C.5.8.12 Offerors shall establish linkages with hospitals, advocacy and support organizations that serve families with children with severe physical disabilities or chronic illnesses. Offerors shall establish referral and communication protocols with such institutions and organizations. Additionally, Offerors shall establish and maintain linkage with the Department of Mental Health and the Mental Retardation and Developmental Disabilities Administration.
- C.5.8.13 The Offeror shall convene and promote counseling groups for family members and afflicted youth to allow them to deal with the emotional strain and share techniques for coping with and caring for individuals with special needs.
- C.5.8.14 Offerors shall tailor recreational activities to allow for participation despite physical challenges. Peer counseling groups and planned recreational activities shall allow disabled teens opportunities to socialize.
- C.5.8.15 CFSA is contracting for a maximum of 4 units of Level IV “Multi-handicapped” care for youth aged 16 to 21 with medical conditions resulting in the need for constant medical assistance.
- C.5.8.16 Offerors of specialized care for Level IV “Multi-handicap” shall provide an on-site registered nurse staffed during all shifts.
- C.5.8.17 Offerors of specialized care for Level IV “Multi-handicap” shall provide a staffing ratio of 2 residents to every 1 staff during day hours, and 3 to 1 during night hours, but in no event less than 2 staff at any time a resident is present in the facility.

#### C.5.9 Teen Parent Programs

- C.5.9.1 CFSA is committed to placing children and youth of all ages in family-based care, and particularly teen parents with children. While expanding this capacity, independent living programs shall serve youth aged 16 to 21 through four types of programs: (1) “Independent Living Main Facility Programs” (2) Independent Living Residential Units” (3) “Assisted Living Level III” (4) “Assisted Living Level IV”, and (5) “Teen Parent Programs”. CFSA is also committed to ensuring that youth placed in independent living programs receive care and services that prepare them to successfully live independently.
- C.5.9.2 CFSA is contracting for a maximum of 80 units of “Teen Parent Programs” to serve youth aged 16 to 21 years of age who are pregnant or are caring for their own children. CFSA will make every effort to serve, in family-based care, pregnant and teen parents with small children who are under the age of 16. These numbers indicate maximum capacity for this type of care. CFSA plans to reduce this number in the option years, and is outlined in Section B, “Contract Line Items.”

- C.5.9.3 Offerors shall meet all the requirements set forth in the licensure regulations applicable to independent living programs, and outlined in this section “Teen Parent Programs”.
- C.5.9.4 Pregnant and teen parents with children shall be closely supervised. Offerors shall serve pregnant and teen parents aged 16 to 21 in main facilities that provide constant supervision. Teen parents shall only be placed in residential units when aged 18 to 21, and the CFSA social worker, the case plan, and ITILP objectives, determine that the youth is developmentally ready for such programming.
- C.5.9.5 Offerors shall maintain a resident to staff ratio of 3 residents to 1 staff during day hours, and 4 residents to 1 staff during night hours. Staffing requirements over and above this ratio call for an additional staff member for every 2 young children residing at the facility, but in no event less than 2 staff members any time a resident is present in the facility.
- C.5.9.6 Teen Parent Programs shall not serve more than 8 residents in a single facility (the 8 resident maximum is a total number of youth and their young children).
- C.5.9.7 Offerors shall have on-call availability of a physician for urgent services and consultations.
- C.5.9.8 Offerors shall include teen parents not primarily caring for the child, as well as other significant family members, in the life of the young child as appropriate.
- C.5.9.9 Offerors shall demonstrate linkage of teen parents with all relevant health programs provided by the District of Columbia Department of Health, Maternal and Child Family Health Administration, as well as community-based services such as parenting skills classes.
- C.5.9.10 Proposals describing innovative and best-practice approaches to teaching parenting skills shall be viewed favorably.
- C.5.9.11 As with all independent living programs, Offerors must link youth with the Center of the Keys for Life and provide training in all aspects of independent living, including early childhood development, early childhood medical issues, discipline, parental rights and responsibilities (including child support), child care providers, and sex, relationships and family planning.
- C. 5.10 Community-Based Return Diversion Programs
- C.5.10.1 “Community -Based Return Diversion Programs” shall serve those youth aged 13 through 18 with mental health challenges and severe behavior patterns that require a closely supervised, highly structured environment. These youth are often at risk of entering residential treatment or psychiatric hospitalization settings outside the District of Columbia area. CFSA believes that these youth can be effectively served in family-based care with the support of intensive services. Until CFSA can develop family-based care resources that can adequately serve this population, Community-Based Diversion Programs intend to divert youth from being placed in distant residential treatment settings in favor of a care placement that enables youth to maintain connections with their community and family.

- C.5.10.2 CFSA’s primary population for Community-Based Return Diversion Programs shall be diverting those youth targeted for residential treatment care. Youth returning from residential treatment shall be targeted for return to family, family-based care, or less restrictive levels of congregate care such as group home care or independent living programs. In a limited fashion, youth returning may require this level of care.
- C.5.10.3 Offerors shall comply with licensure regulations set forth by Title 29 DCMR Chapter 62, as well as the requirements set forth in this “Community-Based Return Diversion Programs” section.
- C.5.10.4 CFSA is contracting for a maximum of 50 units of “Community-Based Return Diversion Programs” in the base contract year. CFSA plans to reduce this number in the option years, and is outlined in Section B. “Contract Line Items”.
- C.5.10.5 Offerors shall propose a program that serves youth with mental health challenges and severe behavior conditions through a closely supervised, highly structured environment and activities. Offerors shall describe expertise in addressing special mental health and behavior needs of youth residents through appropriate staffing, facility and treatment modalities.
- C.5.10.6 Offerors shall ensure a resident to staff ratio shall be 2 residents per 1 staff member during waking hours, and 3 residents per 1 staff member during sleeping hours, but in no event less than 2 staff members any time a resident is present in the facility.
- C.5.10.7 Offerors’ programs shall include a licensed social worker, and a licensed psychologist or psychiatrist as part of their on-site staff.
- C.5.10.8 Offerors shall have on-call availability of a physician for urgent services and consultations.
- C.5.10.9 Offerors shall demonstrate methods by which it will (1) recognize indicators of mental health issues and behavior conditions and (2) provide necessary counseling and treatment referrals based on the youth’s Individualized Education Plan (IEP), CFSA case plan, and any other pertinent evaluations.
- C.5.10.10 The complement of services shall include, at a minimum:  
(a) Assessment and individualized treatment planning;  
(b) Individual, group and family counseling;  
(c) Psychiatric consultation;  
(d) Educational services and advocacy;  
(e) Therapeutic recreation;  
(f) Social skills training and mentoring; and  
(g) Independent living skills training and development.
- C.5.10.11 Offerors may provide such services directly, or through a formal business agreement with at least one community-based mental health treatment provider. Preference shall be given to Offerors providing on-site services.

**\* \* \* END OF SECTION C \* \* \* \***

**PART I – SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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## **SECTION D: PACKAGING AND MARKING**

### **D.1**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.

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**\*\*\*\*END OF SECTION D\*\*\*\***

**PART I – SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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## **SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.

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**\*\*\*\*END OF SECTION E\*\*\*\***

**PART I – SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 CONTRACT TYPE**

CFSA intends to award a series of indefinite quantity contracts with payments based on fixed unit prices per child per day for each line item set forth in the Price Schedule Chart in Section B. The minimum guarantee for each item number for the contract year and each option or transition period is \$1000.00. The maximum quantity for each contract year, and each option or transition period will be specified in the contract.

### **F.2 TERM OF CONTRACT**

The term of the contract shall be for a period from date of award through 9/30/04, subject to the District's option to extend the term of the contract.

### **F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1** The District may extend the term of this contract for a period of one (1) year, or any fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The total duration of all options shall not exceed **four (4) years**. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

**F.3.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.3.3** The price for the option period shall be as specified in the contract.

**\*\*\*\*END OF SECTION F\*\*\*\***

**PART I – SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** In accordance with the Quick Payment Act, D.C. Official Code 2-221.01 *et seq.* the District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The name and address of the CFO is:

**Name:** (Chief Financial Officer)  
Child & Family Services Agency  
**Address:** 400 Sixth Street, S.W., 2<sup>nd</sup> Floor  
Washington, D.C. 20024  
**Telephone:** (202) 724-7676

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax Identification number, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.)
- G.2.2.2** Contract number, and encumbrance number (block number twenty-one (21) of the Solicitation Cover Sheet)
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting receipts, documentation or information, as required by the Contracting Officer.
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered
- G.2.2.6** Name, title, telephone number of person preparing the invoice;

**G.2.2.7** Name, title, telephone number and mailing address of person to be notified in the event of a defective invoice.

**G.2.2.8** Authorized signature.

### **G.3 METHOD OF PAYMENT**

The District will pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a complete and properly executed invoice

### **G.4 ASSIGNMENTS**

**G.4.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

### **G.5 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District of Columbia only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Chief Contracting Officer  
Child and Family Services Agency  
400 Sixth Street, SW  
Washington, D.C. 20024  
(202) 727-7151

### **G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.6.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.



- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The contract information for the COTR will be identified by CFSA upon the commencement of the contract.
- G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**\*\*\*\*END OF SECTION G\*\*\*\***

**PART I – SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the **Wage Determination No. 1994-2103 (Revision No. 28, dated October 4, 2002)** issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

### **H.2 AUDITS, RECORDS, AND RECORD RETENTION**

- H.2.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.2.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4** The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.
- H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 CONFLICT OF INTEREST**

**H.4.1** No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**H.4.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

### **H.5 RESERVED**

### **H.6 CONTRACTOR RESPONSIBILITIES**

#### **H.6.1 NO REFUSAL TO PLACE AND PLANNED DISCHARGE**

The Contractor shall accept any child that has been assigned by CFSA immediately for care. In addition, the Contractor shall not discharge any child assigned by CFSA from its care without the written permission of the Contracting Officer.

#### **H.6.2 ACCEPTANCE – 24-HOUR AVAILABILITY**

The Contractor shall have staff available 24 hours per day, 7 days per week, week for every calendar day of the contract period to accept children that may be assigned by CFSA on an emergency basis.

#### **H.6.3 TRANSPORTATION**

The Contractor shall provide transportation for all children assigned by CFSA for routine and necessary activities.

#### **H.6.4 SIGN LANGUAGE INTERPRETER SERVICE**

The Contractor shall provide sign language interpreter services for children requiring the communication of sign language assigned by CFSA.

#### **H.6.5 FOREIGN LANGUAGE INTERPRETER SERVICES**

The Contractor shall provide foreign language interpreter services for children, as required

#### **H.6.6 GEOGRAPHICAL PROXIMITY FACTORS**

The Contractor shall have facilities or placement capabilities for children assigned by CFSA in the District of Columbia or within 25 miles of the District of Columbia.

#### **H.6.7 EMERGENCY RESPONSE / EMERGENCY PLAN**

The Contractor at a minimum shall have the following to address emergency requirements:

- 1) Facilities – address the requirement for back-up power generators; address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.
- 2) Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.
- 3) Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA's role.

#### **H.7 RESERVED**

#### **H.8 AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT OF 1973**

The Contractor and any of its subcontractors shall comply with all provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

#### **H.9 RESERVED**

#### **H.10 QUALITY CONTROL**

The Contractor is responsible for controlling the quality of services that conform to the contract specifications. The Contractor shall establish procedures and processes that include, but are not limited to inspections to ensure that all contract requirements are met.

## **H.11 PERFORMANCE EVALUATION MEETINGS**

During the performance of this contract, the Contractor's Project Manager will meet weekly with the Contracting Officer's Technical Representative (COTR) at a time and place specified by the COTR. Meetings will be held as often as necessary after the 1st month as determined by the COTR. A mutual effort will be made to resolve all problems identified.

## **H.12 RESERVED**

## **H.13 HIPAA PRIVACY COMPLIANCE**

### **H.13.1 Definitions**

**H.13.1.1** "Contractor" shall mean the Offeror/Contractor.

**H.13.1.2** "CFSA" shall mean the District of Columbia, Child and Family Services Agency

**H.13.1.3** "Designated Record Set" means:

**H.13.1.3.1** A group of records maintained by or for CFSA that is:

**H.13.1.3.1.1** The medical records and billing records about individuals maintained by or for a covered health care provider;

**H.13.1.3.1.2** The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

**H.13.1.3.1.3** Used, in whole or in part, by or for CFSA to make decisions about individuals.

**H.13.1.3.2** For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

**H.13.1.4** Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**H.13.1.5** Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

**H.13.1.6** Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of CFSA.

**H.13.1.7** Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

**H.13.1.8** Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

### **H.13.2 Obligations and Activities of Contractor**

- H.13.2.1** Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- H.13.2.2** Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- H.13.2.3** Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Clause.
- H.13.2.4** Contractor agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- H.13.2.5** Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- H.13.2.6** Contractor agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- H.13.2.7** Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- H.13.2.8** Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- H.13.2.9** Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.13.2.10** Contractor agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **H.13.3 Permitted Uses and Disclosures by Contractor**

- H.13.3.1** Refer to underlying services agreement:

Except as otherwise limited in this Clause, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.

**H.13.3.2** Except as otherwise limited in this Clause, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

**H.13.3.3** Except as otherwise limited in this Clause, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

**H.13.3.4** Except as otherwise limited in this Clause, Contractor may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).

**H.13.3.5** Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### **H.13.4 Obligations of CFSA**

**H.13.4.1** CFSA shall notify Contractor of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

**H.13.4.2** CFSA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

**H.13.4.3** CFSA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

#### **H.13.5 Permissible Requests by CFSA**

CFSA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

#### **H.13.6 Term and Termination**

**H.13.6.1** Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Contractor, or created or received by Contractor on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information,



protections are extended to such information, in accordance with the termination provisions in this Section.

**H.13.6.2** Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Contractor, CFSA shall either:

**H.13.6.2.1** Provide an opportunity for Contractor to cure the breach or end the violation and terminate the contract if Contractor does not cure the breach or end the violation within the time specified by CFSA;

**H.13.6.2.2** Immediately terminate the contract if Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

**H.13.6.2.3** If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

**H.13.6.3** Effect of Termination.

**H.13.6.3.1** Except as provided in Section H.13.6.3.2, upon termination of the contract, for any reason, Contractor shall return or destroy all Protected Health Information received from CFSA, or created or received by Contractor on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

**H.13.6.3.2** In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

## **H.13.7 Miscellaneous**

**H.13.7.1** Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

**H.13.7.2** Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

**H.13.7.3** Survival. The respective rights and obligations of Contractor under Section H-7.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

**H.13.7.4** Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

\*\*\*\*END OF SECTION H\*\*\*\*

## **PART II – CONTRAC CLAUSES**

### **SECTION I**

#### **CONTRACT CLAUSES**

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## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (Attachment J.1), the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

#### **1.5.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

#### **15.2 Mark each sheet of data it wishes to restrict with the following legend:**

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **I.6 RIGHTS IN DATA**

- I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.
- (b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to

register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.6.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.6.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in  
Contract No. \_\_\_\_\_  
With \_\_\_\_\_ (Contractor's  
Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.6.8** In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.7 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

## **I.8 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J.3, executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

## **I.9 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.10.1.1** Furnish phase-out, phase-in (transition) training; and

**I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **I.11 INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10 ) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

**I.11.1** Contractor shall secure and maintain the insurance policies required in this section. All policies shall be written by insurers which are licensed as regulated insurers by the District of Columbia government and are in good standing under such license, with a rating by the A.M. Best Company of A- or greater, and with a financial class size of VIII or higher, or equivalent ratings from a recognized insurance rating service which the licensing agency has approved in writing.

- I.11.2** Contractor shall secure and maintain, and provide evidence that its staff members who are independent contractors secure and maintain (in the form of certificates complying with D.C. Mun. Regs., Titl. 29, §§ 6221.3, 6316.5, 6316.6, and 6316.7), commercial general liability insurance, containing contractual liability insurance, insuring the facility as named insured and naming the contracting entity, licensing agency and the District of Columbia government as additional insured, on an occurrence (not claims-made) basis, with per location or per project limits (exclusive of defense costs) of not less than:
- I.11.2.1** One million dollars (\$ 1,000,000) per occurrence for bodily injury or death or property damage, combined single limit;
  - I.11.2.2** One million dollars (\$ 1,000,000) per occurrence for personal and advertising injury;
  - I.11.2.3** One million dollars (\$1,000,000) per occurrence for products-completed operations; and
  - I.11.2.4** Subject to a general aggregate of two million dollars (\$2,000,000) per policy year. All such policies shall be primary coverage and the Contractor's policies shall provide coverage for all staff members excluding independent contractors. Deductibles under commercial general liability insurance policies shall not exceed five thousand dollars (\$5,000.00) per occurrence.
- I.11.3** Contractor shall secure and maintain business automobile policy insurance for owned, non-owned and hired vehicles with a combined single limit (exclusive of defense costs) of not less than one million dollars (\$1,000,000). All such policies shall be primary coverage and shall provide coverage for all staff members. Limits for uninsured and under-insured motorists shall be not less than one million dollars (\$1,000,000). Physical damage deductibles under business automobile policies shall not exceed five thousand dollars (\$5,000.00) per occurrence.
- I.11.4** Contractor shall secure and maintain, and provide evidence that its staff members who are independent contractors secure and maintain:
- I.11.4.1** worker's compensation insurance with statutory worker's compensation limits.;
  - I.11.4.2** professional liability insurance with limits (exclusive of defense costs) of not less than one million dollars (\$1,000,000) per occurrence.
- I.11.5** Contractor shall secure and maintain employer's liability insurance with limits of not less than one hundred thousand dollars (\$ 100,000) per accident, five hundred thousand dollars (\$ 500,000) disease policy limit, one hundred thousand dollars (\$ 100,000) disease, each employee. All such policies shall be primary coverage and shall provide coverage for all staff members.
- I.11.6** Contractor shall secure and maintain coverage of the building, improvements, furnishings, fixtures and equipment, inventory and other personal property by broad form ("all-risk") commercial property insurance on a full replacement cost, agreed amount basis, waiving subrogation against the licensing agency, the contracting entity and the District of Columbia government and containing an additional insured endorsement naming the licensing agency, the contracting entity and the District of Columbia government as additional insured. Contractor shall secure and maintain time value insurance coverage for one hundred percent (100%) of the loss of income/extra expense coverage incurred in occurrences covered by the facility's commercial property insurance policy. Deductibles under property insurance policies maintained by the facility shall not exceed five thousand dollars (\$ 5,000.00) per occurrence. All such policies shall



be primary coverage. If all or a portion of the above coverages are maintained by the Contractor's landlord, the Contractor shall also provide evidence of the landlord's, which evidence shall include a waiver of subrogation against the licensing agency, the contracting entity and the District of Columbia government.

**I.11.7** Contractor shall secure and maintain excess or umbrella liability insurance with limits of not less than ten million dollars (\$ 10,000,000) per occurrence, subject to a general aggregate of ten million dollars (\$ 10,000,000) per policy year, and self-insured retention of no more ten thousand dollars (\$ 10,000), covering not less than the same liabilities and coverages set forth in D.C. Mun. Regs, Titl. 29, § § 6221 and 6316, in excess of the limits specified in those policies.

**I.11.8** The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contracting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action. The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Director  
Child and Family Services Agency  
400 6th Street SW  
Washington, D.C. 20024

Office of the City Administrator  
Attention Risk Management Officer  
441 4th Street, N.W.  
Suite 1150  
Washington, D.C. 20001"

**I.11.9** Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:

**I.11.9.1** The operation of the facility;

**I.11.9.2** Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or

**I.11.9.3** Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors;

whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims,

demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.

**I.11.9.4** Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

## **I.12    EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

## **I.13    PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon Council Approval. In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code 2-301.05(a).

**\*\*\*\*END OF SECTION I\*\*\*\***

### **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J**

##### **ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE**

**The following documents are attached, and incorporated by reference into the RFP and will become incorporated into any resulting contract:**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April 2003 (**Attached**)
- J.2** Wage Determination No. 94-2103 (**Revision No. 28 dated October 4, 2002**) (**Attached**)
- J.3** First Source Employment Agreement (**Attached**)

**The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offerors' proposal:**

- J.4** Certified Cost and Pricing Data Package (**CFSA Budget Package**)
- J.5** Tax Certification Affidavit
- J.6** LSDBE Certification Package
- J.7** E.E.O. Compliance Document

**The following documents are incorporated by reference into the RFP and will become incorporated into any resultant contract.**

- J.8** Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities and Youth Group Homes DCMR Title 29, Chapter 62
- J.9** Licensing of Independent Living Programs for Adolescents and Young Adults, DCMR Title 29, Chapter 63
- J.10** LaShawn A. v. Williams Modified Final Order dated November 18, 1993
- J.11** Glossary of Terms for CFSA
- J.12** Youth Residential Facilities Licensure Act of 1986, D.C. Code Official § 7-2101 *et seq.*
- J.13** Child Abuse and Prevention Treatment Act, 42 U.S.C. § 5101 *et seq.*
- J.14** Prevention of Child Abuse and Neglect Act of 1977, D.C. Official Code § 16-2351-2365
- J.15** Adoption Assistance and Child Welfare Act of 1997, 42 U.S.C. § 620 *et seq.*
- J.16** Adoption and Safe Families Act of 1997, 42 U.S.C. § 1305 *et seq.*
- J.17** Multiethnic Placement Act of 1994, 42 U.S.C. § 1996b

- J.18** Title IV, Part B of the Social Security Act , 42 U.S.C. § 620 *et seq.*
- J.19** Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, D.C. Official Code §7-1301.02 *et seq.*
- J.20** Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d *et seq.*
- J.21** Individuals with Disabilities Education Act , 20 U.S.C. § 1400 *et seq.*
- J.22** LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003.

**\*\*\*END OF SECTION J\*\*\***

**(Attachment J.10)**

**CHILD AND FAMILY SERVICES AGENCY**

**GLOSSARY OF TERMS**

**DEFINITIONS**

**OBJECTIVE / PURPOSE**

- A. The acronyms, terms, and definitions collected here represent commonly used terminology for the social services industry in general and Child and Family Services Agency (CFSA) in particular.
- B. It is the intent of CFSA to attain uniformity in the understanding and utilization of the verbal and written use of these terms by the various agency representatives, the contractor and client communities, as well as DC government officials and the general public.
- C. Terms defined here may be applicable to other District Government agencies. However, the primary application of these terms is as used in CFSA operations and the legal and medical organizations associated with its mission.

**GLOSSARY**

- A. Acronyms
  - CFSA – Child and Family Services Agency
  - DCMR – District of Columbia Municipal Regulations
  - DOB – Date of Birth
  - EAP – Emergency Assessment Program
  - FIP – Family Intervention Program
  - RFP – Request for Proposal

- B. Definitions

Administrative Expenditures – Program costs expended for administrative purposes. Limitations are generally defined in the contractor’s agreement with CFSA.

Administrative Review – Periodic review for children in foster care and placement alternative services involving all parties in the case to determine the appropriateness of the placement and/or case plan.

Adolescent – See Youth.

Advance Notice – A contractual or legal term signifying a written or verbal act between two or more parties that normally precedes a more formal notification.

Advocacy – The act or acts of supporting or recommending a cause, plan, or course of action for a particular program, individual, or group.

Assisted living - A residential, independent living program serving youth aged 16 to 21 that provides specialized care to meet the special needs of adolescents and young adults who are medically fragile, physically challenged, mentally retarded, or developmentally disabled through appropriate staffing, direct care, and service provision.

Assignment - To give or transfer responsibility to another. Contractor cannot 'assign' responsibility for its contractual obligations with CFSA to another entity.

Background Check – In addition to a search of the subjects criminal records in state, District's, and Federal law enforcement agencies, a background check may include the search of driving records, former employer references, and character references check (Also see Criminal Records Check).

Behavior management - The use of specialized interventions to guide, supervise, and redirect client behaviors.

Capacity – The number of children a facility is entitled to serve as determined by the contract and/or the licensing worker (See also Units).

Caregiver – Individual primarily responsible for providing care to a child or youth.

Case Law – Law established by the history of judicial decisions in cases.

Case plan - A written document that serves to guide the provision of services to a family and/or to a specific child. The case plan, developed with members of the family and/or the child, clearly identifies goals and objectives to be achieved and spells out tasks to be performed by the worker, adult family members and/or child.

Center for the Keys of Life – CFSA's independent living program that supports the primary goal of alternative planned living for youth.

Changes – As applied to contracts, changes are modifications or amendments to CFSA solicitations or contract agreements. Changes of an administrative nature are exchanged between CFSA and the contractor and documented in the contract file. Substantive changes, such as changes to pricing, performance requirements, or terms and conditions normally require approval of both parties.

Child Abuse – Physical or mental injury of a non-accidental nature, sexual abuse or sexual exploitation or negligent treatment or maltreatment of a child caused or allowed by a person responsible for his or her welfare under circumstances which indicate that the child's health or welfare is harmed or threatened with harm.

Child/Children - an individual under the age of 18 years. This term may be used interchangeably with youth.

Client – A term often used to refer to the recipient or requestor of CFSA services.

Clinical Services - the provision of evaluation, assessment or treatment of children youth or families for behavioral, medical or mental health issues.

Clothing Allowance – For foster care cases, the child’s clothing allowance is included in the monthly foster care payment. An initial clothing allowance is available when children first enter foster care.

Collaborative – any or all of the Healthy Families/Thriving Communities Collaboratives contracted with the Child and Family Service Agency.

Community Care Programs – services and or programs that are based in the neighborhoods and/or communities in which families, children and youth reside.

Competency Based – services or interventions that are focused on enhancing the strengths and competencies of families, youth or children in order to address the areas of concern, risk or safety.

Congregate Care - residential care provided to children or youth in a group setting that contains more than 6 persons who are not so related by blood, marriage, or adoption, and are living together as a single house-keeping unit, using certain rooms and housekeeping facilities in common.

Community Based Services - Services and/or programs that are based in the neighborhoods and/or communities in which families, children and youth reside.

Community Based Return Diversion Programs - residential programs serving those youth aged 13 through 18 with mental health challenges and severe behavior conditions requiring a closely supervised, highly structured environment.

Conflict of Interest – A conflict between the private interests and the official or professional responsibilities of a person in a position of trust.

Contract Management – Includes activities that provide reasonable assurance that the provider agency/contractor complies with the terms, conditions, and other performance requirements of the contract; includes the monitoring and analysis of information to determine if performance is consistent with the contract provisions.

Contractor – An entity authorized to do business with CFSA and/or CFSA’s service providers. The term is interchangeably used with ‘vendor’, ‘supplier’, or ‘subcontractor’.

Contractor Fraud – The intentional misstatement(s) or the concealment(s) of facts or details by the contractor or authorized representative that creates a false impression. The following is a partial list of fraudulent conduct:

- Knowingly providing false information regarding a contractor’s financial, medical, or functional status in order to be determined eligible for initiating or retaining services to CFSA.
- Withholding or concealing information pertaining to the contractor’s financial, medical, or functional status which may cause the applicant to be ineligible to initiate or provide services to CFSA.
- Knowingly receiving and billing for services from individuals or subcontractors/providers who do not have a proper license or who obtained a license under false pretenses.
- Knowingly misrepresenting CFSA client counts and/or services provided to clients.

- Knowingly falsifying CFSA client records, documents, reports, and/or invoices.

Contractor's Records – Licenses, books, individual service plans and reviews, financial documents, supporting documents, statistical data, and other records pertaining to the services provided.

Cost Reimbursement – Money paid as reimbursement for allowable costs incurred in meeting the terms of a specific contract.

Court Order – A legally binding edict issued by a court of law. Issued by a magistrate, judge, or properly empowered administrative officer.

Credentialing – Process that assures services provided by individuals, facilities, and programs are safe, of acceptable quality, and that the costs of services are justified and reasonable. Included in the process are licensure, certification, or registration of the services provided by an individual and/or facility; and the inspection or survey of facilities.

Criminal Clearance – See Criminal Records Check

Cultural Competence - The degree to which an organization modifies or tailors its entire system of service delivery, including personnel selection, training and development, assessment, service planning and implementation, and program evaluation and consumer care monitoring to the ethnic, racial, cultural, religious, and national diversity in its service population.

Cultural Responsiveness – The concept that children and families are to be understood within the context of their own family rules, traditions, history, language, and culture.

Daily Living Skills – The skills necessary for day-to-day living and are necessary for successful day-to-day functioning, an area in which individuals who have been abused and/or neglected may often experience deficits.

Day hours - day hours generally refer to morning and afternoon hours when children and youth are awake.

District of Columbia Municipal Regulations (DCMR) – regulations issued by the District of Columbia.

Deficiency - generally applied to the provider's failure to comply with contractual requirements, deliverables, and/or other performance criteria of a contract.

Developmental Disability: a severe, chronic disability of a person five years of age or older that is attributable to a mental and/or physical impairment; manifested before age 22; likely to continue indefinitely; and results in substantial functional limitations in three or more of the following areas of major life activity:

- Self-care
- Receptive and expressive language
- Learning
- Mobility



- Self-direction
- Capacity for independent living
- Economic and self sufficiency

In addition, a developmental disability reflects the person's need for special, interdisciplinary or generic care, treatment, or other services on a life-long or extended basis. Examples of developmental disabilities include children and adults with a wide range of diagnoses, including mental retardation, cerebral palsy, autism, spinal cord injury, and severed head injury. Also known as "Special Needs".

Diagnostic and Emergency Care (12 and Younger/13 and Older) - short-term, urgent care provided to a child or youth when a more permanent, family-based or congregate care placement cannot be secured immediately. Care shall be for thirty (30) days or less, and during this period the social worker and diagnostic and emergency care staff shall assess a child/youth's needs to include the propriety of continued placement.

Discharge - A voluntary or involuntary process describing the point when an organization no longer assumes responsibility for providing services to a particular individual, group, or family.

Disposition – The court's decision directing a course of action in response to a dispute brought to its attention.

Emergency Assessment Program (EAP) – An emergency response, crisis intervention program that provides time-limited services to increase placement options and to establish early intervention and linkages to families with children who are at risk of coming into care through CFSA.

Evaluation – A systematic and organized review of gathered documentation, details, evidence, and other information to determine the validity, accuracy, standing, and merits and/or deficiencies of its content.

Evening hours - Evening hours generally refer to late afternoon hours prior to traditional sleeping hours when children and youth are awake.

Family: one (1) or more persons related by blood, marriage, or adoption, or not more than six (6) persons who are not so related, including foster children, living together as a single house-keeping unit, using certain rooms and housekeeping facilities in common; provided, that the term family shall include a religious community having not more than fifteen (15) members (19 DCR 281).

Family-Based Care – Out-of-home care for children removed from biological parents that is provided in a family context offered by foster or kinship caregivers.

Family Centered Practice – the provision of services that are flexible to the unique needs of families and are focused on strengthening/enhancing a family's ability to provide a safe a nurturing home for children and youth.

Family Intervention Program (FIP) – CFSA program that conducts family group conferences and provides services to families at the time of removal of children due to abuse or neglect.

Fiscal Monitoring – A basic review of contracts to determine whether or not purchased services were in fact provided in accordance with the defined scope.

Group counseling – Psychotherapy services for 4 or more individuals at one time.

Harassment – Unsolicited words or conduct, which tend to annoy, alarm, or abuse another person. A course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

He/his - “he/his” shall be considered gender neutral and serve to indicate both male and female children or youth in instances in which both he/his and she/her may not be indicated in the text.

Healthy Families/Thriving Communities Collaboratives – seven neighborhood-based support networks located throughout the District of Columbia contracted by CFSA to prevent child abuse and neglect, help families in need, and build a family support network through partnership of residents, community leaders, service providers and other community stakeholders.

Indemnification - The act of protecting a person or entity from possible damage or liability or of compensating a person or entity for actual damage, loss, or hurt incurred.

Independent Contractor - An individual or entity who contracts to provide goods or services to CFSA and who provides those goods or services independent of CFSA, under the Contractor’s own direction and control, and using the Contractor’s own supplies, tools, and work-place.

Independent Living Main Facility Programs - a residential, independent living program serving youth aged 16 to 21 years that provides collectively supervised care in a main facility on a 24-hour basis. The program prepares the adolescent or young adult to live successfully, on his or her own, in the community.

Independent Living Program - a residential program that provides monitored residence in a main facility program or residential units serving adolescent and young adults aged 16 to 21 years. The program prepares the adolescent or young adult to live successfully, on his or her own, in the community. Residents may include teen parents and their children.

Independent Living Residential Units - a residential, independent living program serving youth aged 18 to 21 who are developmentally appropriate for residence in monitored apartment settings.

Individual Habilitation Plan (IHP) – a written plan that describes current functioning of an individual and goals for functioning one year from the date the plan is designed. Plan must outline a prescribed course of intervention to achieve goals based on a comprehensive evaluation of the individual.

Individual Counseling - Psychological and counseling services provided to an individual. The services usually are provided for a period of time on a scheduled basis for approximately 45-60 minutes at a time.

Individual Service Plan (ISP) – A document that sets forth a facility’s plan for the resident’s health, safety, welfare, and general well-being. The ISP includes the individualized treatment plan, as provided in section 7 of the Act (D.C. Code § 3-806). Term is synonymous with case plan.

Individual Transitional Independent Living Plan (ITILP) – A written plan to be developed within 30 days of a resident’s admission that states goals to be achieved by the individual and other elements (outlined in 29 DCMR Chapter 63). An evaluation of the youth’s physical, mental, emotional, academic, social, familial, recreational, and life skills needs and strengths relative to the resident’s age, level of development, cultural background, and impairments shall be taken into consideration. Assessments and their recommendations and outcomes shall be included. The plan shall be developed by the planning team consistent with the CFSA’s written case plan for the individual and take into account the outcomes of the initial ITILP.

Initial Individual Transitional Independent Living Plan – A written plan that must developed within five days before and five days after a resident’s admission that is consistent with the current case plan and includes the elements outlined for an Individual Transitional Independent Living Plan (ITILP).

Individualized Education Plan (IEP) - a written plan for a student in special education describing the student’s present levels of performance, annual goals including short-term objectives, specific special education and related services, dates for beginning and duration of services, and how the IEP will be evaluated.

Ineligible - The determination through law, regulations, or prescribed guidelines or criteria that requirements have not been sufficiently met that warrant further consideration.

Integrated Services - Behavioral, medical and/or mental health services that are coordinated, and integrate various child-serving agencies and systems to collaboratively provide special education, child welfare, health, and increasingly, juvenile justice services to meet the multiple needs of children, youth, and their families.

Intervention – The process whereby CFSA professionals and/or service providers intercede on behalf of their client(s) with actions that will decrease risk, provide for the safety, promote permanence, and establish well-being. Intervention may range from finding housing to changing a parent’s pattern of thinking about their child.

Invoice – Term applied to official financial document itemizing charges for products delivered or services rendered.

Judgment – The official decision or finding to an action made by a judge or administrative agency hearing officer upon the respective rights and claims of the parties.

Jurisdiction – The legal authority which a court or administrative agency has over particular persons and over certain types of cases, usually in a defined geographical area.

Least Restrictive Environment - placement, residence, or location of treatment for consumers in situations that most closely meet their special needs in an environment that most closely approximates that of a person without the disability or condition.

Level III “Handicap” - a medical condition that includes substantial physical impairments. These impairments may include, but are not limited to, eye disorders resulting in complex conditions such as blindness; hearing impairments; paralysis that commits the individual to a wheelchair or other device that assists ambulating. A child or youth with Level III handicap is typically identified to have significant impairments, but does not require skilled nursing to assist in ongoing care.

Level IV “Multi-handicap” - a diagnosable, enduring, life-threatening condition. These conditions may include, but are not limited to, HIV/AIDS, respiratory disease, blood conditions such as sickle cell anemia, end stage failure of a major organ system, diabetes, congenital anomalies, cystic fibrosis, heart conditions, multiple sclerosis and cancer. Such multi-handicapped conditions also include dependence on mechanical ventilation for at least part of the day, and devices that compensate for vital body functions. Skilled nursing is required to assist in ongoing care.

Life Skills – see daily living skills

Main facility - the central independent living program edifice that provides on-site staff supervision and which has more than one residence.

Medically Fragile - children with significantly debilitating medical conditions that impair daily functioning and require close medical supervision.

Mental Retardation - As clinically diagnosed, significantly sub-average general cognitive and motor functioning existing concurrently with deficits in adaptive behavior manifested during the developmental period that adversely affect socialization and learning. (AFCARS, CFR 45 § 1355 Apps. A and B).

Mentoring – Guidance, direction, and advice, applied in a trusting relationship, between trained mentors and wards of CFSA.

Multi-agency Planning Team (MAPT) – Multi-agency body designed to provide a forum to address the immediate service needs of multi-problem, multi-agency children and families who are at risk for out-of-home placement.

Night hours - night hours generally refer to hours traditionally dedicated for sleeping. The exact hours are not specified by CFSA, but shall be defined by the Offeror’s program.

Negligence – Failing to exercise the degree of care a reasonable person in similar circumstances would exercise to protect others from a foreseeable and unreasonable risk of harm. The failure to act, as a reasonable person would be expected to act in similar circumstances (*i.e.* “negligence”) may give rise to liability for monetary or other damages. A more serious type of negligence is gross negligence. Gross negligence is conduct that indicates a reckless disregard for the safety or property of others.

Neighborhood Collaborative – see Collaborative

Objective – Something worked toward; something one is trying to achieve or accomplish. Measurable objectives are typically time limited, observable, and have clear criteria for success.

Options to Extend – For the purposes of contracting and purchasing, an option or options to extend are terms contained within the contract that establish provisions for CFSA to exercise extensions to the performance of the contract without further discussions or amendments, except to the period of performance.

Permanency - The provision of a permanent living arrangement for a child based on AFSA requirements. Also the process by which a child in CFSA foster care benefits from case planning,

periodic reviews, and other procedural safeguards to ensure that the child enters care only when necessary and appropriately placed, and is returned home or to a permanent living situation in a timely fashion.

Physically Challenged - Impaired by physical disability preventing the individual from a full range of physical ability, and specialized care is required to enable completion of daily activities. Physical challenges shall be characterized as Level III handicap for purposes of financial rate reimbursement and specialized care requirements.

Practices – Generally accepted standards, processes, or procedures that provide for consistent and uniform operations.

Prevention - The creation of conditions, opportunities, and experiences that encourage and develop healthy, self-sufficient people.

Protection – Ensuring children are free from maltreatment by their parent(s) and/or caregiver(s).

Provider – An individual or organization that receives funds from CFSA for services provided to clients of CFSA through a program developed by CFSA.

Reunification – The positive conclusion of providing care and guidance to CFSA clients whereby they are reunited with their permanent living situation, family, or guardian.

Safety - Protection from or absence of imminent danger, harm, or injury.

Scope of Work – A detailed account of what the Contractor is required and/or has agreed to do in return for payment under the contract.

Service Provider – See Provider

Service integration – See Integrated Services

Service Termination – Voluntary or involuntarily ordered cessation of contractually delivered services.

Show Cause – A formal and written document submitted by the Contracting Officer to a CFSA contractor or service provider that addresses the prompt remedy of documented deficiencies in contract performance and/or deliverables.

Sleeping hours – Hours traditionally spent sleeping.

Slots – Otherwise interchangeable with capacity or number of individuals that are able to have contracted services provided for.

Solicitation – As applied to contracting and procurement, a solicitation represents a formal offer to perform or deliver services or products to CFSA.

Specialized care - Care that is tailored to meet the needs of children and youth with conditions of medical fragility, physical challenges, mental retardation, and/or developmental disability via assistive technology, occupational or physical therapy, staffing patterns and credentials, or any other services that increase, maintain, or improve their functional capabilities.

Specialized Group Home Care - Care provided to youth aged 13 through 15 in a community based group home environment that is tailored to meet the special needs of those who are medically fragile, physically challenged, mentally retarded, or developmentally disabled through appropriate staffing, direct care, and service provision.

Special needs - Characteristics of an individual that require specialized care and attention due to mental and physical disabilities. See also “Developmental Disability”.

Special services - Specific, time-limited services based on a child’s specific special needs.

Subpoena – A process issued by a court compelling a witness to appear at a judicial proceeding. Sometimes the process will also direct the witness to bring documentary evidence to the court.

Summons – A notice to a defendant that an action against him or her has been commenced in the court issuing the summons and that a judgement will be taken against him or her if the complaint is not answered within a certain time.

Supervised Visitation – visitation among family members that are arranged and supervised by a social worker or caregiver.

Suspension of Services – A temporary reduction or stoppage of contracted services provided to CFSA and/or its clients.

Target Population – Signifies a particular program’s population to be served by that program’s services. Established definitions or profiles of each type client requirement determine the content of the target population.

Teen Parent Programs - Residential, independent living programs serving adolescents and young adults aged 16 to 21 years old who are pregnant, or are parents caring for their own child or children. Teen parents who are between the ages of 18 and 21 may reside in independent living residential units if developmentally appropriate, and those under the age of 18 must reside in independent living main facility programs.

Teens – Synonymous with youth.

Traditional Group Home Care - Care provided to youth aged 13 through 15 in a community based group home environment that meets the physical, emotional and developmental needs of youth through supervision, guidance, education and recreation.

Visitation - The arrangement for children and youth to visit with relatives, parents and siblings.

Well Being - The healthy physical, emotional, intellectual, and spiritual development and existence of a human being.

Youth - a youth is an individual aged 13 to 21 years old. In some instances, this term may be used generally to refer to children and youth of all ages.

Termination – See Service Termination

Therapy – Recurring treatment of a disorder that is remedial or rehabilitative in nature. A service generally procured from approved CFSA sources.

Transportation – When offered or specified as a service provider requirement, transportation means private vehicle conveyance, delivered in a safe and orderly manner by an authorized and licensed operator.

Treatment – the provision of services and intervention techniques to alleviate or address behavioral, medical or psychological problems

Tutoring – Contracted instructions or schooling provided to wards of CFSA as part of the core services available from agency contractors or specifically ordered for an individual.

Unit of Service – A payment arrangement wherein the Contractor is paid a set rate for each unit of service it provides CFSA clients. The rate the Contractor is paid is either the maximum allowable rate established by the organization for the type service being provided or a lower, negotiated rate agreed upon by the parties.

Vendor – See Contractor

Waking hours – Day hours and evening hours, those hours not spent sleeping.

Ward – A ward is defined as a legally transferred by court ordered to the care of a guardian generally specified as CFSA.

## **PART IV– REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K**

#### **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

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## SECTION K:

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY\_1990):

##### K.1.1 Definitions. As used in this provision:

- K.1.1.1      **Controlled substance:**** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
- K.1.1.2      **Conviction:**** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- K.1.1.3      **Criminal drug statute:**** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.1.1.4      **Drug-free workplace:**** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.1.1.5      **Employee:**** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.1.1.6      **Individual:**** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

**K.1.2** By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

- K.1.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- K.1.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.1.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;
- K.1.2.4** Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.1.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.1.2.6** Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Take appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.1.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

**K.1.3** By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

**K.1.4** Failure of the Offeror to provide the certification required by paragraphs K.1.2 through K.1.3 of this provision, renders the Offeror unqualified and ineligible for award.

**K.1.5** In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE**

\_\_\_\_\_  
Authorized Contractor Personnel (Print Name) Title

\_\_\_\_\_  
Signature of Authorized Contractor Personnel Date

**K.2 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

**K.3 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.4 TYPE OF BUSINESS ORGANIZATION**

**K.4.1** The Offeror, by checking the applicable box, represents that  
(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

\_\_\_\_\_ an individual  
\_\_\_\_\_ a joint venture, or  
\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_  
(Country)

#### **K.5 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **K.6 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

The Office of Human Rights' regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) is included as a part of this solicitation and requires the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the

content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

#### **K.7 WALSH-HEALY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

\_\_\_\_\_ The Offeror is a Regular Dealer.

\_\_\_\_\_ The Offeror is not a Regular Dealer.

- (d) Manufacturer

\_\_\_\_\_ The Offeror is a Manufacturer.

\_\_\_\_\_ The Offeror is not a Manufacturer.

## **K.8 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

## **K.9 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.
- \_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.
- \_\_\_\_\_
- \_\_\_\_\_

## **K.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code § 2-3-3.16 that:
- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a Contract, or
    - (iii) the methods or factors used to calculate the prices in the Contract;
  - 2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**\*\*\*\*END OF SECTION K\*\*\*\***

## **PART IV – REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION L**

#### **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Contract Awards and Selections**

The District anticipates awarding **multiple** contract(s) resulting from this solicitation to the responsible Offerors whose offers conform to the Solicitation and are evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this Solicitation. The number of contracts awarded will be based on the receipt of proposals evaluated and determined to be the most advantageous to the District utilizing the evaluation criteria set forth in Section M. Offerors may propose any or all of the Contract Line Items specified in Section B of the Solicitation. The District anticipates awarding contracts up to the maximum quantity specified in this Solicitation. The resulting contracts will be Indefinite Quantity Indefinite Delivery (“IDIQ”) contracts; therefore, the Districts’ minimum guarantee to any Offeror awarded a contract resulting from this Solicitation shall be only \$1000.00. **For certain types of congregate care, as outlined in Section B.8, Offerors shall not propose to house more than eight (8) children or youth in any one facility.**

**L.1.1.1** The District may award contracts up to the maximum quantity specified by each Contract Line Item set forth in Section B of the Solicitation. The contracts will be awarded based on the Offerors whose proposals are deemed to score the highest combined score for price, technical, past performance and other factors, specified in the Solicitation. The District will select Offerors based on best value evaluation of the proposals until the District’s maximum quantity for each Contract Line Item has been met by proposals meeting the District’s requirements. Offeror’s shall propose no less than the minimum quantity/slots or no more than the maximum quantity/slots specified for any Contract Line Item as set forth in Section B Price Schedule and Paragraph L.1.2.2 below. The Offeror’s proposals will be evaluated separately and independently by a technical and price evaluation team who will score the proposals in accordance with the evaluation criteria set forth in the Solicitation. Based on the evaluation, proposals will be ranked considering the highest combined score of technical, price, past performance and other factors specified in the Solicitation. The Offeror with the highest ranking score will be presumed to be awarded a contract based on the quantity/slots proposed by that Offeror for those types of congregate care services proposed by the Offeror, then the second highest ranking Offeror will be awarded a contract based on the quantity/slots proposed for those types of congregate care services proposed by that Offeror, and continuing on until all of the District’s maximum requirements for congregate care services have been awarded. For example, the Contract Line Item for Traditional Group Homes states that the maximum quantity that the District will contract for are 100 slots during the base period. For this contract line item an Offeror shall propose at least four (4) slots to be considered for award, and shall propose no more than thirty-two (32) slots (maximum award to any one Offeror). If there are 5

Offerors who submit proposals for this line item, and Offeror 1 proposes 32 slots, Offeror 2 proposes 16 slots, Offeror 3 proposes 8 slots, Offeror 4 proposes 32 slots, and Offeror 5 proposes 32 slots, and these are the only Offerors who are in the competitive range for this line item, the sum total of slots proposed by all Offerors within the competitive range will be 120. Assuming that Offeror 1 is the highest ranked Offeror for this line item (price, technical and other factors specified in the Solicitation being taken into account), Offeror 1 would be the presumptive awardee for a contract for up to 32 slots. Assuming Offeror 2 is the next-highest ranked Offeror for that line item, Offeror 2 would be the presumptive awardee for a contract for up to 16 slots. The process would continue until contracts for the maximum number of slots for that line item have been presumptively awarded.

Should an Offeror be selected and the number of slots available for award is less than the amount that the Offeror proposed due to the selection of proposals that were higher ranking, then the Offeror will be asked to confirm that the proposed unit price is still valid based on the lower number of slots available for award.

- L.1.2.2** The Offerors shall be required to propose the no less than the minimum quantity/slots and no more than the maximum quantity/slots for Congregate Care Services as specified in Section B the Price Schedule and stated below:

Base Period: Date of Award to 9/30/04 (for pricing purposes the start date will be 10/1/03):

<u>Item No.</u>	<u>Service</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
0001AA	Diagnostic and Emergency Aged 12 and Younger	4 slots	12 slots
0001AB	Diagnostic and Emergency Aged 13 and Older	4 slots	12 slots
0001BA	Traditional Group Home Care	4 slots	32 slots
0001BB	Specialized Group Home Care (Level III)	4 slots	32 slots
0001CA	Independent Living Main Facility Programs	4 slots	56 slots
0001CB	Independent Living Residential Units	4 slots	56 slots
0001CC	Assisted Living (Level III)	4 slots	16 slots
0001CD	Teen Parent Programs	4 slots	24 slots
0001CE	Community Based Return	4 slots	32 slots
0001CF	Specialized Group Home Care (Level III)	4 slots	8 slots

0001CG	Assisted Living (Level IV)	4 slots	4 slots
Option Period 1: 10/1/04 to 9/30/05			
<u>Item No.</u>	<u>Service</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
0002AA	Diagnostic and Emergency Aged 12 and Younger	4 slots	12 slots
0002AB	Diagnostic and Emergency Aged 13 and Older	4 slots	12 slots
0002BA	Traditional Group Home Care	4 slots	32 slots
0002BB	Specialized Group Home Care	4 slots	32 slots
0002CA	Independent Living Main Facility Programs	4 slots	56 slots
0002CB	Independent Living Residential Units	4 slots	56 slots
0002CC	Assisted Living (Level III)	4 slots	16 slots
0002CD	Teen Parent Programs	4 slots	24 slots
0002CE	Community Based Return	4 slots	32 slots
0002CF	Specialized Group Home Care (Level IV)	4 slots	7 slots
0002CG	Assisted Living (Level IV)	4 slots	4 slots
Option Period 2: 10/1/05 to 9/30/06			
<u>Item No.</u>	<u>Service</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
0003AA	Diagnostic and Emergency Aged 12 and Younger	4 slots	12 slots
0003AB	Diagnostic and Emergency Aged 13 and Older	4 slots	12 slots
0003BA	Traditional Group Home Care	4 slots	32 slots
0003BB	Specialized Group Home Care	4 slots	32 slots
0003CA	Independent Living Main Facility Programs	4 slots	56 slots
0003CB	Independent Living	4 slots	56 slots

Residential Units

0003CC	Assisted Living	4 slots	20 slots
0003CD	Teen Parent Programs	4 slots	24 slots
0003CE	Community Based Return	4 slots	32 slots
0003CF	Specialized Group Home Care (Level IV)	4 slots	6 slots
0003CG	Assisted Living (Level IV)	4 slots	4 slots

Option Period 3: 10/1/06 to 9/30/07

<u>Item No.</u>	<u>Service</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
0004AA	Diagnostic and Emergency Aged 12 and Younger	4 slots	12 slots
0004AB	Diagnostic and Emergency Aged 13 and Older	4 slots	12 slots
0004BA	Traditional Group Home Care	4 slots	32 slots
0004BB	Specialized Group Home Care	4 slots	32 slots
0004CA	Independent Living Main Facility Programs	4 slots	56 slots
0004CB	Independent Living Residential Units	4 slots	56 slots
0004CC	Assisted Living	4 slots	20 slots
0004CD	Teen Parent Programs	4 slots	24 slots
0004CE	Community Based Return	4 slots	32 slots
0004CF	Specialized Group Home Care (Level IV)	4 slots	5 slots
0004CG	Assisted Living (Level IV)	4 slots	4 slots

Option Period 4: 10/1/07 to 9/30/08

<u>Item No.</u>	<u>Service</u>	<u>Minimum Quantity</u>	<u>Maximum Quantity</u>
0005AA	Diagnostic and Emergency Aged 12 and Younger	4 slots	12 slots
0005AB	Diagnostic and Emergency	4 slots	12 slots

#### Aged 13 and Older

0005BA	Traditional Group Home Care	4 slots	32 slots
0005BB	Specialized Group Home Care	4 slots	32 slots
0005CA	Independent Living Main Facility Programs	4 slots	56 slots
0005CB	Independent Living Residential Units	4 slots	56 slots
0005CC	Assisted Living	4 slots	20 slots
0005CD	Teen Parent Programs	4 slots	24 slots
0005CE	Community Based Return	4 slots	32 slots
0005CF	Specialized Group Home Care (Level IV)	4 slots	4 slots
0005CG	Assisted Living (Level IV)	4 slots	4 slots

#### L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical and other factors.

### L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and twelve (12) copies of the written proposals shall be submitted in two parts, titled "Management / Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *(insert solicitation number, Services element(s) being responded to, Title and name of offeror)*".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

**L.2.1** The Offeror's proposal shall consist of three sections. All three sections must be submitted to be responsive to this RFP:

**L.2.1.1 Cover Letter** containing the following information:

**L.2.1.2.1** Name of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from the RFP.

**L.2.1.2.2** Location of business office and service facilities.

**L.2.1.2.3** Name and address of corporate officers or partners and/or a current organizational chart.

**L.2.1.2.4** The remittance address for all contract payments if a contract is awarded.

**L.2.1.2 Executive Summary:** The Offeror shall submit an executive summary that briefly reviews the strengths of the Offeror and key features of its proposed approach to meet the requirements of the RFP(s).

**L.2.1.3 Management Proposal:** The Offeror shall submit a management proposal that indicates how the Offeror will meet the vision and mission of CFSA to be:

**L.2.1.3.1** Family Centered

**L.2.1.3.2** Culturally and Linguistically Competent

**L.2.1.3.3** Accountable for Outcomes

**L.2.1.3.4** Community Based

**L.2.1.3.5** Price Effective

**L.2.1.3.6** Service-Integrated

**L.2.1.4** The Offeror's Management Proposal shall be included with specific Technical Proposal for each target population proposed by the Offerors. The Offeror's Management proposal shall be structured to include the following General Requirements:

**L.2.1.4.1** Staffing: Number, titles, education and experience. Amount of time each staff devotes to contracted service and qualifications.

**L.2.1.4.2** Demonstrated experience and capability of the Offeror in providing the specific services or similar or related services and detailed explanation of any contingencies on which the Proposal is based.

**L.2.1.4.3** Structure of the Offeror's organization or sub-unit, if it is a large multi-function organization and explanation of its relationship to the larger entity including an organizational chart.

**L.2.1.4.4** Explanation of how Offeror will make use of other community based services, which conform to generally accepted reporting and accounting requirements.

**L.2.1.4.5** How the Offeror proposes to meet any required time-lines.

**L.2.1.4.6** Location, physical plant, equipment available, special record-keeping requirements.

**L.2.1.4.7** How Offeror will comply with requirements of the Statement of Work, Section C of the RFP

**L.2.1.4.8** How the Offeror will comply with CFSA's requirements for moving children toward Permanency, Well-Being and Safety.

**L.2.1.5 Technical Proposal:** The Offeror shall submit a separate Technical Proposal for each of the target population of congregate care that it proposes. The Technical Proposal for each target population must include and address the requirements set forth below for each target population:

**L.2.1.5.1** For Diagnostic and Emergency Care for Children (both 12 years of age and younger and 13 years of age and older) the Offeror shall address the following (**Sections C.5.2 and C.5.3**):

**L.2.1.5.1.1** Admission /Intake

**L.2.1.5.1.1.1** Non-refusal of placement

**L.2.1.5.1.1.2** 24 hour 7 day admission

**L.2.1.5.1.1.3** Resident orientation

**L.2.1.5.1.2.** Program Design/Service Provision

**L.2.1.5.1.2 .1** Overall program philosophy/mission

**L.2.1.5.1.2.2** Crisis Intervention approach

**L.2.1.5.1.2.3** Services provided:

**L.2.1.5.1.2.3.1** Recreational

**L.2.1.5.1.2.3.2** Educational

**L.2.1.5.1.2.3.3** Mental Health/Behavioral Health

**L.2.1.5.1.2.3.4** Medical

**L.2.1.5.1.2.3.5** Visitation

**L.2.1.5.1.2.3.6** Community Supports/Connection

**L.2.1.5.1.3** Staffing Patterns/Qualifications

**L.2.1.5.1.3.1** Appropriate Staffing (Staff/Resident Ratio)\*

**L.2.1.5.1.3.2** Staff credentials\*

**L.2.1.5.1.3.3** Staff Expertise (training & experience reflect population served)

\*(Appropriate staffing ratios and credentials shall be provided for each type of care)

**L.2.1.5.1.4** Community and Public Agency Linkage

**L.2.1.5.1.4.1** Evidence of linkages to HFTC or Community based agencies

**L.2.1.5.1.4.2** Protocol for linking children to DMH Core Service Agency (Provider)

**L.2.1.5.1.4.3** Evidence of Community Investment/Connections

**L.2.1.5.1.4.4** Community Advisory Board

**L.2.1.5.1.5** Quality Assurance

**L.2.1.5.1.5.1** Administrative Review/Case Review Participation

**L.2.1.5.1.5.2** Documentation/Record Keeping

**L.2.1.5.1.5.3** CFSA Reporting Requirements (Data Collection)

**L.2.1.5.1.6 Staff Development**

**L.2.1.5.1.6.1 Evidence of integration into CFSA Training Academy**

**L.2.1.5.1.6.2 Evidence of continuous training on pertinent child welfare topics and competencies such as:**

**L.2.1.5.1.6.2.1 Child Welfare**

**L.2.1.5.1.6.2.2 Cultural and Linguistic Competence**

**L.2.1.5.1.6.2.3 Strength Based/Family Centered Practice**

**L.2.1.5.1.6.2.4 Behavioral Management Techniques**

**L.2.1.5.1.6.2.5 Youth Development**

**L.2.1.5.1.7 Cultural and Linguistic Competence**

**L.2.1.5.1.8 Geographic Location**

**L.2.1.5.1.8.1 Within the District of Columbia or within 25 miles**

**L.2.1.5.1.8.2 Located in or near priority areas of need**

**L.2.1.5.2 For Community Based Group Homes, (Traditional and Specialized) the Offer shall address the following (**Sections C.5.4 and C.5.5**):**

**L.2.1.5.2.1 Admission /Intake**

**L.2.1.5.2.1.1 Non-refusal of placement**

**L.2.1.5.2.1.2 24 hour 7 day admission**

**L.2.1.5.2.1.3 Resident orientation**

**L.2.1.5.2.2 Program Design/Service Provision**

**L.2.1.5.2.2.1 Overall program philosophy/mission**

**L.2.1.5.2.2.2 Crisis Intervention approach**

**L.2.1.5.2.2.3 Services provided:**

**L.2.1.5.2.2.3.1 Recreational**

**L.2.1.5.2.2.3.2 Educational**

**L.2.1.5.2.2.3.3 Mental Health/Behavioral Health**

**L.2.1.5.2.2.3.4 Medical**

**L.2.1.5.2.2.3.5 Visitation**

**L.2.1.5.2.2.3.6 Community Supports/Connection**

**L.2.1.5.2.2.4 Staffing Patterns/Qualifications**

**L.2.1.5.2.2.4.1 Appropriate Staffing (Staff/Resident Ratio)\***

**L.2.1.5.2.2.4.2 Staff credentials\***

**L.2.1.5.2.2.4.3 Staff Expertise (training & experience reflect population served)**

**\*(Appropriate staffing ratios and credentials shall be provided for each type of care)**

**L.2.1.5.2.3 Community and Public Agency Linkage**

**L.2.1.5.2.3.1 Evidence of linkages to HFTC or Community based agencies**

**L.2.1.5.2.3.2 Protocol for linking children to DMH Core Service Agency (Provider)**

**L.2.1.5.2.3.2 Evidence of Community Investment/Connections**

**L.2.1.5.2.3.3 Community Advisory Board**



**L.2.1.5.2.4** Clearly Defined and Measurable Goals and Objectives  
**L.2.1.5.2.4.1** Objectives that reflect the agency's child welfare mandates:  
safety, permanency and well-being (PIP, Implementation Plan,  
ASFA, etc.)

**L.2.1.5.2.5** Quality Assurance  
**L.2.1.5.2.5.1** Administrative Review/Case Review Participation  
**L.2.1.5.2.5.2** Documentation/Record Keeping  
**L.2.1.5.2.5.3** CFSA Reporting Requirements (Data Collection)

**L.2.1.5.2.6** Staff Development  
**L.2.1.5.2.6.1** Evidence of integration into CFSA Training Academy  
**L.2.1.5.2.6.2** Evidence of continuous training on pertinent child welfare  
topics and competencies such as:  
**L.2.1.5.2.6.2.1** Child Welfare  
**L.2.1.5.2.6.2.2** Cultural and Linguistic Competence  
**L.2.1.5.2.6.2.3** Strength Based/Family Centered Practice  
**L.2.1.5.2.6.2.4** Behavioral Management Techniques  
**L.2.1.5.2.6.2.5** Youth Development

**L.2.1.5.2.7** Cultural and Linguistic Competence

**L.2.1.5.2.8** Geographic Location  
**L.2.1.5.2.8.1** Within the District of Columbia or within 25 miles  
**L.2.1.5.2.8.2** Located in or near priority areas of need

**L.2.1.5.3** For Independent Living Programs, the Offer shall address the following  
(Sections C.5.6 and C.5.7):

**L.2.1.5.3.1** Admission/Intake  
**L.2.5.1.3.1.1** Non-refusal of placement  
**L.2.5.1.3.1.2** Resident Orientation to facility, program and services  
**L.2.5.1.3.1.3** Written rules, policies/dissemination  
**L.2.5.1.3.1.4** Rights and responsibilities/agreements

**L.2.1.5.3.2** Physical Plant Requirements  
**L.2.1.5.3.2.1** Furniture/furnishing equipment  
**L.2.1.5.3.2.2** Safety/disability access  
**L.2.1.5.3.2.3** Geographic location

**L.2.1.5.3.3** Program Design/Services  
**L.2.1.5.3.3.1** ITILP/Emancipation plan  
**L.2.1.5.3.3.2** Record maintenance – privacy documentation  
**L.2.1.5.3.3.3** Monitoring (of youth)  
**L.2.1.5.3.3.4** Residents' Council (100% youth)  
**L.2.1.5.3.3.5** Services:  
**L.2.1.5.3.3.5.1** Specialized services/youth with disabilities  
**L.2.1.5.3.3.5.2** Life skills training/practice  
**L.2.1.5.3.3.5.3** Stipend allowances  
**L.2.1.5.3.3.5.4** Emergency plans

**L.2.1.5.3.3.5.5 Recreation/socialization opportunities**

**L.2.1.5.3.3.6 Disciplinary measures**

**L.2.1.5.3.3.7 Staffing Pattern/Qualifications**

**L.2.1.5.3.3.7.1 Staff accessibility**

**L.2.1.5.3.3.7.2 Criminal Background check/Child Protection Register Check**

**L.2.1.5.3.3.8 Community and Public Agency Linkages**

**L.2.1.5.3.3.8.1 Use/involvement of community public/private agencies and their resources/community partnerships**

**L.2.1.5.3.3.8.2 Advisory Board: youth – current/former 50%; community 30% contractor 20%**

**L.2.1.5.3.3.9 Clearly defined and Measurable Goals/Objectives**

**L.2.1.5.3.3.9.1 Alignment with CFSA mandates for safety, permanency and well-being (PIP, Implementation Plan, etc.)**

**L.2.1.5.3.3.10 Quality Assurance Improvement**

**L.2.1.5.3.3.11 Staff Development**

**L.2.1.5.3.3.11.1 Training pre-service/in-service –internal/external**

**L.2.1.5.3.3.11.2 Preparation of Independent living**

**L.2.1.5.3.3.11.3 Youth empowerment**

**L.2.1.5.3.3.11.4 Child Welfare**

**L.2.1.5.3.3.12 Cultural and Linguistic Competency**

**L.2.1.5.4 For Assisted Living Programs, the Offer shall address the following (Sections C.5.8):**

**L.2.1.5.4.1 Admission/Intake**

**L.2.1.5.4.1.1 Non-refusal of placement**

**L.2.1.5.4.1.2 Resident Orientation to facility, program and services**

**L.2.1.5.4.1.3 Written rules, policies/dissemination**

**L.2.1.5.4.1.4 Rights and responsibilities/agreements**

**L.2.1.5.4.2 Physical Plant Requirements**

**L.2.1.5.4.2.1 Furniture/furnishing equipment**

**L.2.1.5.4.2.2 Safety/disability access**

**L.2.1.5.4.2.3 Geographic location**

**L.2.1.5.4.3 Program Design/Services**

**L.2.1.5.4.3.1 ITILP/Emancipation plan**

**L.2.1.5.4.3.2 Record maintenance – privacy documentation**

**L.2.1.5.4.3.3 Monitoring (of youth)**

**L.2.1.5.4.3.4 Residents' Council (100% youth)**

**L.2.1.5.4.3.5 Services:**

**L.2.1.5.4.3.5.1 Specialized services/youth with disabilities**

**L.2.1.5.4.3.5.2 Life skills training/practice**

**L.2.1.5.4.3.5.3 Stipend allowances**

- L.2.1.5.4.3.5.4 Emergency plans
- L.2.1.5.4.3.5.5 Recreation/socialization opportunities
- L.2.1.5.4.3.5.6 Disciplinary measures

**L.2.1.5.4.4 Staffing Pattern/Qualifications**

- L.2.1.5.4.4.1 Staff accessibility
- L.2.1.5.4.4.2 Criminal Background check/Child Protection Register Check

**L.2.1.5.4.5 Community and Public Agency Linkages**

- L.2.1.5.4.5.1 Use/involvement of community public/private agencies and their resources/community partnerships
- L.2.1.5.4.5.2 Advisory Board: youth – current/former 50%; community 30% contractor 20%
- L.2.1.5.4.5.3 Clearly defined and Measurable Goals/Objectives
- L.2.1.5.4.5.4 Alignment with CFSA mandates for safety, permanency and well-being (PIP, Implementation Plan, etc.)

**L.2.1.5.4.6 Quality Assurance Improvement**

**L.2.1.5.4.7 Staff Development**

- L.2.1.5.4.7.1 Training pre-service/in-service –internal/external
- L.2.1.5.4.7.2 Preparation of Independent living
- L.2.1.5.4.7.3 Youth empowerment
- L.2.1.5.4.7.4 Child Welfare

**L.2.1.5.4.7 Cultural and Linguistic Competency**

**L.2.1.5.5 For Teen Parent Programs, the Offer shall address the following (Section C.5.9):**

**L.2.1.5.5.1 Admission/Intake**

- L.2.1.5.5.1.1 Non-refusal of placement
- L.2.1.5.5.1.2 Resident Orientation to facility, program and services
- L.2.1.5.5.1.3 Written rules, policies/dissemination
- L.2.1.5.5.1.4 Rights and responsibilities/agreements

**L.2.1.5.5.2 Physical Plant Requirements**

- L.2.1.5.5.2.1 Furniture/furnishing equipment
- L.2.1.5.5.2.2 Safety/disability access
- L.2.1.5.5.2.3 Geographic location

**L.2.1.5.5.3 Program Design/Services**

- L.2.1.5.5.3.1 ITILP/Emancipation plan
- L.2.1.5.5.3.2 Record maintenance – privacy documentation
- L.2.1.5.5.3.3 Monitoring (of youth)
- L.2.1.5.5.3.4 Residents' Council (100% youth)
- L.2.1.5.5.3.5 Services:
  - L.2.1.5.5.3.5.1 Specialized services/youth with disabilities
  - L.2.1.5.5.3.5.2 Life skills training/practice
  - L.2.1.5.5.3.5.3 Stipend allowances
  - L.2.1.5.5.3.5.4 Emergency plans

L.2.1.5.5.3.5.5 Recreation/socialization opportunities

L.2.1.5.5.3.5.6 Disciplinary measures

L.2.1.5.5.3.6 Staffing Pattern/Qualifications

L.2.1.5.5.3.6.1 Staff accessibility

L.2.1.5.5.3.6.2 Criminal Background check/Child Protection Register Check

L.2.1.5.5.3.7 Community and Public Agency Linkages

L.2.1.5.5.3.7.1 Use/involvement of community public/private agencies and  
Their resources/community partnerships

L.2.1.5.5.3.7.2 Advisory Board: youth – current/former 50%; community 30%  
contractor 20%

L.2.1.5.5.3.8 Clearly defined and Measurable Goals/Objectives

L.2.1.5.5.3.8.1 Alignment with CFSA mandates for safety, permanency and  
well-being (PIP, Implementation Plan, etc.)

L.2.1.5.5.3.9 Quality Assurance Improvement

L.2.1.5.5.3.10 Staff Development

L.2.1.5.5.3.10.1 Training pre-service/in-service –internal/external

L.2.1.5.5.3.10.2 Preparation of Independent living

L.2.1.5.5.3.10.3 Youth empowerment

L.2.1.5.5.3.10.4 Child Welfare

L.2.1.5.5.3.11 Cultural and Linguistic Competency

L.2.1.5.6 For Community Based Return Diversion Group Care (formerly Transitional Group  
Care), the Offeror shall address the following **(Section C.5.10):**

L.2.1.5.6.1 Admission/Intake

L.2.1.5.6.1.1 Non-refusal of placement

L.2.1.5.6.1.2 Doctor assessment/Observation

L.2.1.5.6.1.3 24 hour / 7 day admission

L.2.1.5.6.1.4 Resident orientation

L.2.1.5.6.2 Program Design/Service Provision

L.2.1.5.6.2.1 Overall program philosophy/mission

L.2.1.5.6.2.2 Crisis Intervention approach

L.2.1.5.6.2.3 Services provided include:

L.2.1.5.6.2.3.1 Recreational

L.2.1.5.6.2.3.2 Educational

L.2.1.5.6.2.3.3 Mental Health/Behavioral Health

L.2.1.5.6.2.3.4 Medical

L.2.1.5.6.2.3.5 Visitation

L.2.1.5.6.2.3.6 Community Supports/Connection

L.2.1.5.6.2.4 Staffing Patterns/Qualifications

L.2.1.5.6.2.4.1 Appropriate Staffing (Staff/Resident Ratio)\*

L.2.1.5.6.2.4.2 Availability of professional support

L.2.1.5.6.2.4.2.1 Nurse

- L.2.1.5.6.2.4.2.2 Psychologists
- L.2.1.5.6.2.4.2.3 Psychiatrist
- L.2.1.5.6.2.4.2.4 Pediatricians
- L.2.1.5.6.2.4.2.5 Staff Credentials\*
- L.2.1.5.6.2.4.2.6 Staff Expertise (training and experience reflect population served)

\*(Appropriate staffing ratios and credentials will be provided for each type of care)

#### **L.S.1.5.6.2.5 Community and Public Agency Linkage**

- L.2.1.5.6.2.5.1 Evidence of linkages to HFTC or Community based agencies
- L.2.1.5.6.2.5.2 Protocol for linking children to DMH Core Service Agency (Provider)
- L.2.1.5.6.2.5.3 Evidence of Community Investment Connections
- L.2.1.5.6.2.5.4 Community Advisory Board

#### **L.2.1.5.6.2.5.6 Clearly Defined and Measurable Goals and Objectives**

- L.2.1.5.6.2.5.6.1 Objectives that reflect the agency's child welfare mandates: safety, permanency and well-being (PIP, Implementation Plan, ASFA, etc.)

#### **L.2.1.5.6.2.5.7 Quality Assurance**

- L.2.1.5.6.2.5.7.1 Documentation/Record Keeping
- L.2.1.5.6.2.5.7.2 CFSA Reporting Requirements (Data Collection)

#### **L.2.1.5.6.2.5.8 Staff Development**

- L.2.1.5.6.2.5.8.1 Evidence of integration into CFSA Training Academy
- L.2.1.5.6.2.5.8.2 Evidence of continuous training on pertinent child welfare topics and competencies such as:
  - L.2.1.5.6.2.5.8.2.1 Child Welfare
  - L.2.1.5.6.2.5.8.2.2 Cultural and linguistic
  - L.2.1.5.6.2.5.8.2.3 Strength Based /Family Centered Practice
  - L.2.1.5.6.2.5.8.2.4 Behavioral Management Techniques
  - L.2.1.5.6.2.5.8.2.5 Youth Development

#### **L.2.1.5.6.2.5.9 Cultural and linguistic Competence**

#### **L.2.1.5.6.2.5.10 Geographic Location**

- L.2.1.5.6.2.5.10.1 Within the District of Columbia or within 25 miles
- L.2.1.5.6.2.5.10.2 Located in or near priority areas of need

**L.2.1.6 Past Performance/Experience** - The Offeror must provide a reference list for a minimum of four (4) government agencies for which it has previously provide congregate care services. The reference information shall include the name, title, phone number, fax number, and e-mail address of the Program Manager of the government agency. In addition, the Offeror shall provide the period of performance, the number of children served and a description of the services provided. CFSA shall have the right to contact the references along with any other reference that it may find regarding the Offeror.

#### **L.2.1.7 Price Proposal:**

**L.2.1.7.1** The Offeror's price proposal shall provide unit rates per child per day for the following periods:

Base Period:	October 1, 2003 through September 30, 2004
Option Period 1:	October 1, 2004 through September 30, 2005
Option Period 2:	October 1, 2005 through September 30, 2006
Option Period 3:	October 1, 2006 through September 30, 2007
Option Period 4:	October 1, 2007 through September 30, 2008

For pricing purposes, the Base Period shall be October 1, 2003 through September 30, 2004. The performance for the Base Period will commence upon contract award.

**L.2.1.7.2** The Offeror shall provide Certified Cost and Pricing Data by completing the package attached as Attachment J.4. Cost and Pricing Data encompasses all facts of the time or price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost and pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future cost or projections, they do include the data forming the basis for that judgment. Cost and pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include factors such as vendor quotations; nonrecurring costs; information on changes in production methods or purchasing volume; data supporting projections of business prospects and objectives and related operational costs; and unit cost trends, such as those associated with labor efficiency, make-or-buy decisions, estimated resources to attain business goals, and information on management decisions that could have a significant bearing on cost.

**L.2.1.7.3** The Offeror provide a separate price proposal with for all contract line items outlined in Section B.

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **4:00 PM**, local time on **September 10, 2003**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;

- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c. The bid is the only bid received.

### **L.3.2 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

### **L.3.3 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.4 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.4 HAND DELIVERY OR MAILING OF PROPOSALS**

The Offeror may hand deliver the proposal in response to this RFP to:

Child and Family Services Agency  
Office of Contracting and Procurement  
955 L'Enfant Plaza, SW, Suite 5200  
Washington, D. C. 20024  
Attention: Mr. Roscoe Wade, Contracts Manager  
(202) 724-7580 (direct line)  
(202) 724-5300 (main number)

## **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than (insert number) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (insert number) calendar days before the date set for submission of proposal. The District will furnish responses

promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.6      FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, Child and Family Services Agency, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Child and Family Services Agency of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, Child and Family Services Agency that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.7      PROPOSAL PROTESTS**

Any actual or prospective Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.8      SIGNING OF OFFERS**

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.9      UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are **not** desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired



**L.10      RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.11      PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

**L.12      ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.13      ACCEPTANCE PERIOD**

The offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

**L.15      PRE-BIDDER'S CONTRACTOR'S CONFERENCE**

There will be a pre-bidder's conference to be **held on August 12, 2003** for all interested parties. The location and time for the pre-bidder's conference shall be as follows:

**Location:**    General Services Administration (GSA) Bldg. 7<sup>th</sup> & D St., SW Wash., DC 20024  
**Date:**        August 12, 2003  
**Time:**        10:00 a.m.

Nature of Discussions:    All technical and procedural questions submitted in compliance with the requirements of the RFP will be addressed at the conference. Additional questions, which may be posted at the conference, will be accepted, and CFSA will attempt to provide written answers by written amendment to the RFP. Offerors are cautioned that oral responses are not binding on CFSA.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five business days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation.

## **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

## **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.17.2** District of Columbia registration or certification, , if required by law to obtain such license. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.17.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

## **L.18 STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.18.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- L.18.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.18.5** Furnish evidence of a satisfactory performance record, and satisfactory record of integrity and business ethics.
- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

#### **L.19 FAMILIARIZATION WITH CONDITIONS**

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.20 OFFERS SUBMISSION OF CERTIFICATION**

Any vendor seeking to submit a bid or proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

- a. A copy of the SBE letter of certification from the Local Business Opportunity Commission (LBOC); or
- b. A copy of the sworn notarized Self-Certification Form prescribed by the LBOC along with an acknowledgement letter issued by the Director of the LBOC.
- c. Bids or proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders or Offerors must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

Attachment J.6 contains the Self-Certification Package.

In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **L 20.1 Penalties for Misrepresentation**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

#### **L.20.2 SBE Joint Ventures**

A joint venture between a small business enterprise (as defined under Section 2(6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the LBOC under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

The LBOC shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- (a) The non-SBE partner demonstrates to the LBOC that its size does not exceed the size limitations set forth in the Act; or
- (b) The LBOC determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

**\*\*\*\*END OF SECTION L\*\*\*\***

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M**

**EVALUATION FACTORS**

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## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

#### **M.1.1 Contract Awards and Selections**

The District anticipates awarding ***multiple*** contract(s) resulting from this solicitation to the responsible Offerors whose offers conform to the Solicitation and are evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this Solicitation. The number of contracts awarded will be based on the receipt of proposals evaluated and determined to be the most advantageous to the District utilizing the evaluation criteria set forth in Section M. Offerors may propose any or all of the Contract Line Items specified in Section B of the Solicitation. The District anticipates awarding contracts up to the maximum quantity specified in this Solicitation. The resulting contracts will be Indefinite Quantity Indefinite Delivery (“IDIQ”) contracts; therefore, the Districts’ minimum guarantee to any Offeror awarded a contract resulting from this Solicitation shall be only \$1000.00. **For certain types of congregate care, as outlined in Section B.8, Offerors shall not propose to house more than eight (8) children or youth in any one facility. Offerors shall be licensed by CFSA or the State in which its facility is located. The State’s licensing requirements must be equal or more stringent than CFSA’s licensing requirement to be considered for award.**

**M.1.2** The District may award contracts up to the maximum quantity specified by each Contract Line Item set forth in Section B of the Solicitation. The contracts will be awarded based on the Offerors whose proposals are deemed to score the highest combined score for price, technical, past performance and other factors, specified in the Solicitation. The District will select Offerors based on best value evaluation of the proposals until the District’s maximum quantity for each Contract Line Item has been met by proposals meeting the District’s requirements. Offeror’s shall propose no less than the minimum quantity/slots or no more than the maximum quantity/slots specified for any Contract Line Item as set forth in Section B Price Schedule and Paragraph L.1.2.2 below. The Offeror’s proposals will be evaluated separately and independently by a technical and price evaluation team who will score the proposals in accordance with the evaluation criteria set forth in the Solicitation. Based on the evaluation, proposals will be ranked considering the highest combined score of technical, price, past performance and other factors specified in the Solicitation. The Offeror with the highest ranking score will be presumed to be awarded a contract based on the

quantity/slots proposed by that Offeror for those types of congregate care services proposed by the Offeror, then the second highest ranking Offeror will be awarded a contract based on the quantity/slots proposed for those types of congregate care services proposed by that Offeror, and continuing on until all of the District's maximum requirements for congregate care services have been awarded. For example, the Contract Line Item for Traditional Group Homes states that the maximum quantity that the District will contract for are 100 slots during the base period. For this contract line item an Offeror shall propose at least four (4) slots to be considered for award, and shall propose no more than thirty-two (32) slots (maximum award to any one Offeror). If there are 5 Offerors who submit proposals for this line item, and Offeror 1 proposes 32 slots, Offeror 2 proposes 16 slots, Offeror 3 proposes 8 slots, Offeror 4 proposes 32 slots, and Offeror 5 proposes 32 slots, and these are the only Offerors who are in the competitive range for this line item, the sum total of slots proposed by all Offerors within the competitive range will be 120. Assuming that Offeror 1 is the highest ranked Offeror for this line item (price, technical and other factors specified in the Solicitation being taken into account), Offeror 1 would be the presumptive awardee for a contract for up to 32 slots. Assuming Offeror 2 is the next-highest ranked Offeror for that line item, Offeror 2 would be the presumptive awardee for a contract for up to 16 slots. The process would continue until contracts for the maximum number of slots for that line item have been presumptively awarded.

Should an Offeror be selected and the number of slots available for award is less than the amount that the Offeror proposed due to the selection of proposals that were higher ranking, then the Offeror will be asked to confirm that the proposed unit price is still valid based on the lower number of slots available for award.

## M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
1	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
2	Acceptable	Meets requirements; only minor deficiencies which are correctable.
3	Good	Meets requirements; no deficiencies.
4	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.5 (3/4 of 6). The sub factor scores will be added together to determine the score for the factor level.

### **M. 3 EVALUATION CRITERIA**

Selection of Offerors for contract awards will be based on an evaluation of proposals against the following factors:

#### **M.3.1 MANAGEMENT/TECHNICAL CRITERIA ( 50 Points)**

Sub-Factor 1: Program Design/Service Provision – Program design and service provision that meets child welfare objectives of safety, permanency, and well-being, and more specifically, requirements set forth by licensure regulations and statement of work. **(Sections C.4 and C.5)**

Sub-Factor 2 : Personnel – Staffing pattern, qualifications and plan for ongoing training and development. **(Sections C.2.10 and C.2.11)**

Sub-Factor 3 : Community and Public Agency Linkage – Plan for developing linkages to HFTC Collaboratives or other community-based agencies, as well as other District of Columbia Government agencies, to provide services to children and families. **(Sections C.2.2, C.2.5 and C.4.4)**

Sub-Factor 4: Data Collection and Reporting – Plan for data reporting, case and fiscal record maintenance, periodic quality assurance and program reviews. **(Section C.2.12)**

Sub-Factor 5: Cultural and Linguistic Competency – How culturally and linguistically competent services will be provided. **(Section C.2.4)**

Sub-Factor 6: Family-Centered Practice – Approach to inclusion of children and youth's families in case planning and practice. **(Section C.2.3)**

Sub-Factor 7: Community-Based Services – Ability to provide community-based services to children and families. **(Section C.2.5)**

Sub-Factor 8: Service Integration and Linkage – Approach to integrating services. **(Section C.2.2)**

Sub-factor 9: Location of Services – Where Contractor's congregate care facilities are located. Preference shall be given to facilities located within the District of Columbia. **(Section C.2.6)**

#### **M.3.2 PAST PERFORMANCE CRITERIA (20 Points)**

Past Performance Rating – The Offeror must provide a reference for a minimum of four (4) government agencies for which it has previously provide congregate care services. The reference information shall include the name, title, phone number, fax number, and e-mail address of the Program Manager of the government agency. In addition, the Offeror shall provide the period of performance, the number of children served and a description



of the services provided. CFSA shall have the right to contact the references along with any other reference that it may find regarding the Offeror. **(Section L.2.1 E)**

### **M.3.3 PRICE CRITERIA**

**(30 Points)**

The price evaluation will be objective. The Offeror with the lowest unit price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Sum of the unit prices for the base period and all option years of the lowest priced offeror}}{\text{Sum of the unit prices for the base period and all option years of the offeror being evaluated}} \times 30 = \text{Evaluated Price Score}$$

CFSA will evaluate option pricing equally as base year pricing for this RFP since it is anticipated that CFSA will exercise all of the options. **(See Section L .2.1 F)**

In addition, CFSA will determine responsibility after it completes the evaluation of the proposals but before it awards the contracts.

### **M.3.4 PREFERENCE**

**( 12 Points)**

#### **A. CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

##### **1. Preference for Local, Disadvantaged Businesses, Resident Business Ownerships or Business Operating in an Enterprise Zone**

###### **a. General Preferences**

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small or Disadvantaged Business Enterprise Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from business that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percentage reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a) (8A) of the Act, and certified by the LBOC; and

4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992)

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP)

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100 point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

**b. Preference for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside**

The preferences for subcontracting in open market solicitations where there is no LBD, DBE or RBO subcontracting set-aside are as follows:

1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE, or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4 = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

\* Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for the different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction of additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

#### **c. Preference for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside**

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified BLE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO, subcontracting above the subcontracting levels required by the solicitation.

However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

#### **d. Preferences for certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships**

When a LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and

the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it were a certified LBE, DBE or RBO.

### **3. Preferences for Joint Ventures Including Businesses Located Enterprise Zone**

When a joint venture includes a business located in an enterprise zone and such business located in an enterprise zone owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

### **4. Vendor Submission for Preferences**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought;

a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self certification as LBE, DBE or RBO, to include either:

- 1) A copy of all relevant letters of certification from the LBOC or;
- 2) A copy of any sworn notarized Self-Certification Forms prescribed by LBOC, along with any acknowledgement letter issued by the Director of The LBOC. Businesses with principal offices located outside of the District must be first certified as LBEs before qualifying for self-Certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W. Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprise Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

### **5. Penalties for Misrepresentation**

Any material misrepresentation on sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

### **6. Local, Small and Disadvantaged Business Enterprise Subcontracting**

a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent of the contracting effort excluding the cost of materials, goods,, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort excluding the cost of materials, goods and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992)

b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

**A. CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE**

**1. Subcontracting Plan**

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, or the bid or proposal that is designated by the prime contractor for a LBE, DBE RBO or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, RBOs or business located in an enterprise zone;
- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to ensure that LBEs, DBEs RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;

- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan.
- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs RBOs and businesses located in an enterprise zone and to award subcontracts to them.

**2. Liquidated Damages**

- (a) If during the performance of this contract, the contractor fails to comply with Subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of twenty-five dollars (\$25.00) for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.
- (b) Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- (c) If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.

**M.3.5 TOTAL POINTS**

**(112 Points)**

**\*\*\*END OF SECTION M\*\*\***